



JPB Board of Directors  
Meeting of December 7, 2023

Supplemental Reading File

<u>#</u>	<u>Subject</u>
1	Capital Projects Quarterly Status Report - 1st Quarter Fiscal Year 2024
2	Corridor Crossing Strategy Update
3	JPB Fuel Hedge-Quarterly Report-Q1 FY24
4	MTC-Regional Update
5	Staff Report - Quarterly Report of the Chief Financial Officer
6	Staff Report - San Francisco Railyards Preliminary Business Case

Agenda

<u>Item #</u>	<u>Subject</u>
6.e.	DRAFT Contract_24-J-P-016 On-Call Alternate Project Delivery Negotiation Support Services
6.f.	Signed, HDR - JPB contract 19-J-P-072A, On-Call Env
	Signed, ICF - JPB contract 19-J-P-072B, On-Call Env
	Signed, LBG - JPB contract 19-J-P-072C, On-Call Env
	DRAFT_JPB_ON-CALL EV_1ST AMEND_HDR
	DRAFT_JPB_ON-CALL EV_1ST AMEND_ICF

WSP-19-J-P-072C-Amend\_1

DRAFT\_JPB\_ON-CALL ENV\_2ND AMEND\_WSP

6.h. 2023-11-14 Draft Conformed Contract rev00

2023-11-03 Cost Proposal - Final

6.k. DRAFT Agreement - 24-J-C-017 SM Replacement Parking

6.m. JPB Agreement 21-J-P-018 with JBR Partners Inc

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: Board of Directors  
Through: Michelle Bouchard, Executive Director  
From: Robert Barnard, Deputy Chief, Rail Development  
Subject: **Capital Projects Quarterly Status Report - 1st Quarter Fiscal Year 2024**

- Finance Committee Recommendation       Technology, Operations, Planning, and Safety Committee Recommendation       Advocacy and Major Projects Committee Recommendation

**Purpose and Recommended Action**

Briefly introduce the item with a concise overview. Indicate whether the report is provided for informational purposes only or requires specific Board recommendation/action. For the latter, list the specific actions or authorizations being requested.

**Discussion**

Indicate reason for providing update or seeking Board recommendation/approval. Provide in more detail any relevant project history including the most recent status update(s) (*e.g., the last time the Board received a presentation on this item*).

**Budget Impact**

If project has a budget impact, indicate the amount and funding source/availability. Otherwise, state that the project has no impact on the budget.

Prepared By: Robert Cheung      Deputy Director, Project Controls      650-730-0296



# Capital Program Quarterly Status Report and DBE Status Report



**1st Quarter Fiscal Year 2024  
(July to September 2023)**

Prepared for the December 07, 2023 Caltrain Board Meeting

## Projects in Focus

**Concerning** (projects with red status lights)

### 1. 002146 - South San Francisco Station Improvement Project

- **Schedule:** Project is still addressing an obligation to Union Pacific Railroad (UPRR) to fund rebuilding of 4,200' of yard track that UPRR lost, due to construction of this project. As an alternative, UPRR will consider a monetary settlement with Caltrain to close out the obligation.

### 2. 100233 - MP-36 Locomotive Mid-Life Overhaul

- **Schedule:** While lifting locomotive 925 - 2 jacks failed which caused some damage to the lifting pad, ladders, and paint. The lifting pad was repaired, subsequent lift found no further damage.

### 3. 100439 - Bayshore Station Overpass Pedestrian Bridge Rehab

- **Schedule:** The project was delayed due to obtaining approval to close the East and West Towers for the Contractor to conduct painting operations through continuous days. Approval of the closing the East and West Towers required numerous coordination meetings with Safety, Rail Operations, Rail Maintenance, Operations Planning, Customer Access, Government Affairs, Communications, and Customer access to obtain a final consensus for a path moving forward. The project obtained Board approval on May 4, 2023 for passenger shuttle services to complete the East and West Towers. Opening of the station held on Monday, August 7, 2023.

### 4. 100667 - Bernardo Avenue Undercrossing

-**Schedule:** The schedule has been delayed due to rigorous concepts development and public outreach by the Cities and extensive analysis and review by Caltrain to help decide the path forward. The Cities' consultants are performing the Preliminary Design and Environmental Review. The schedule and budget will be updated after receiving the Preliminary Design and Environmental Review documents from the Cities. The City Council has selected the Eastern Alignment Alternative as the Locally Preferred Alternative.

-**Budget:** Project EAC is higher due to current estimate of Construction and Construction Management cost estimate and requires additional funding. Project Manager to seek approval from Management Committee for increasing the budget and re-baseline at a future meeting. After receiving the Preliminary Design and Environmental Review documents from the City, baseline budget and schedule will established.

### 5. 100668 - Mary Ave Grade Separation

- **Schedule:** The City of Sunnyvale has completed feasibility study for the Mary Avenue grade separation. The City will hand over the project to Caltrain once the conceptual (15% plans) study is complete and a new service agreement is in place. Caltrain will explore potential options to accelerate the project including alternative delivery methods.

### 6. 100686 - Middle Avenue Undercrossing

- **Schedule/Budget:** Caltrain worked with Menlo Park staff to redesign the locally preferred alternative to relocate the undercrossing ramps outside the operating railroad right of way. Menlo Park City Council approved the revised design at its July 11, 2023 meeting . Redesign delayed project schedule. Project transitioning to Caltrain to advance into final design. Project will re-baseline schedule and budget during final design.

### 7. 100762 - San Francisquito Creek North Bank Restoration

- **Schedule:** Permanent creek bank stabilization must be postponed until the 2024 dry season due to the timing of construction permits. Currently, the project team is in the process of assessing budget impact of the delay and will go t

### 8. 100617 - Mountain View Transit Center Grade Separation & Access Project<sup>9</sup>

- **Schedule:** 65%-95% design is on hold at this time, as the project is conducting "Value Engineering (VE)" to make the project more affordable. March/April 24 time frame is when the project will go back to Management Committee to proceed from 65% to 95% design along with, scope, budget, and schedule changes.

**Watching** (projects with yellow status lights)

**1. 002113 - Guadalupe River Bridges Replacement and Extension**

- **Safety:** 09/21/2023 Type I incident occurred on the worksite.

- **Funding:** The approved funding plan for the project relies on multiple sources including SOGR Federal grants. The projected timing for receipt and activation of funds from each source is anticipated to support the ongoing progress and timely completion of the project.

**2. 100240 - Ticket Vending Machines (TVM) Rehab**

- **Schedule:** Phase 5 completion date has been extended due to contemplating a change order to reduce the number of TVMs to be upgraded in order to replace the chips in the TVMs that were upgraded in Phase 2 & 3. The Management Committee decided not to do the change order and keep the scope for Phase 5 as is.

**3. 100403 - Broadband Wireless Communications System**

- **Funding:** The current activated funds are insufficient to cover the entire construction phase. The "Funding" status light will remain yellow until the remaining funds are activated and amend the Project Budget Authority at the December 2023 Board.

**4. 100410 - Whipple Avenue Grade Separation Study**

- **Schedule:** The scope of work for the next phase of the project is to be determined but will likely include additional planning work. As a result the project will temporarily pause as Caltrain and City Staff discuss next steps.

**5. 100430 - CCF BCCF Virtualization**

- **Schedule:** Project Schedule extended as the current fiber strike situation severely postponed the implementation schedule. Project will go to the Management Committee for Gate 6 and request schedule re-baseline in November 2023.

**6. 100439 - Bayshore Station Overpass Pedestrian Bridge Rehab**




- **Safety:** 08/12/2023 Worker fell on his back during site inspection. Worker is ok and crews conducted safety briefings to reflect on lessons learned to mitigate.

**7. 100449 Next Generation Visual Messaging Sign (VMS)**

- **Funding:** The current activated funds are insufficient to cover the entire construction phase. Activate the FY24 and FY25 approved budget.

**Performance Summary**

**Table S1. Projects in each status light by performance category**

Status Light	Safety	Schedule	Budget	Funding
 Green	94.4%	69.4%	94.4%	91.7%
 Yellow	5.6%	8.3%	0.0%	8.3%
 Red	0.0%	22.2%	5.6%	0.0%

(Percentage of projects in each status light by performance category)

**Table S2. Summary of project changes from previous quarter**

Status Changes	Projects	Pct. Projects
All green	20	55.6%
Improved	2	5.6%
Got worse	6	16.7%
Stayed the same (except all green)	8	22.2%
<b>Total Projects</b>	<b>36</b>	

**Note:** Table S1 and S2 do not include projects with deferred funding.

**Table S3. Individual Projects**

Project Number	Title	Safety		Schedule		Budget		Funding		Page
		Q4	Q1	Q4	Q1	Q4	Q1	Q4	Q1	
<b>CONSTRUCTION/IMPLEMENTATION</b>										
<b>ROW Bridges</b>										
002113	Guadalupe River Bridges Replacement and Extension	●	●	●	●	●	●	●	●	7
100439	Bayshore Station Overpass Pedestrian Bridge Rehab	●	●	●	●	●	●	●	●	14
100762	San Francisquito Creek North Bank Restoration	●	●	●	●	●	●	●	●	19
<b>Stations</b>										
100761	Level Boarding Roadmap (Study)	●	●	●	●	●	●	●	●	25
<b>ROW Grade Crossings</b>										
100426	Churchill Avenue Grade Crossing	●	●	●	●	●	●	●	●	29
100522	Watkins Ave Grade Crossing Safety Improvements	●	●	●	●	●	●	●	●	32
100566	San Mateo Grade Crossing Improvements	●	●	●	●	●	●	●	●	35
<b>ROW Communications &amp; Signals</b>										
100403	Broadband Wireless Communications System	●	●	●	●	●	●	●	●	39
100432	Migration to Digital Voice Radio System	●	●	●	●	●	●	●	●	42
100449	Next Generation Visual Messaging Sign (VMS)	●	●	●	●	●	●	●	●	45
100572	Communication System SOGR	●	●	●	●	●	●	●	●	48
<b>Fare Collection</b>										
100240	Ticket Vending Machines (TVM) Rehab	●	●	●	●	●	●	●	●	52
<b>Miscellaneous</b>										
100233	MP-36 Locomotive Mid-Life Overhaul Project	●	●	●	●	●	●	●	●	58
100430	CCF BCCF Virtualization	●	●	●	●	●	●	●	●	62
100445	Automatic Passenger Counters at San Francisco 4th & King Station	●	●	●	●	●	●	●	●	66
100676	San Mateo Replacement Parking Track	●	●	●	●	●	●	●	●	70
<b>DESIGN (includes Preliminary and Final Design, and Procurement)</b>										
<b>Grade Separations</b>										
002152	South Linden & Scott Grade Separation	●	●	●	●	●	●	●	●	74
100244	Broadway Burlingame Grade Separation	●	●	●	●	●	●	●	●	77
100482	Rengstorff Grade Separation	●	●	●	●	●	●	●	●	81
100617	Mountain View Transit Center Grade Separation & Access Project	●	●	●	●	●	●	●	●	85
<b>Stations</b>										
100459	22nd Street ADA Improvement	●	●	●	●	●	●	●	●	91
<b>ROW Bridges</b>										
100427	San Francisquito Creek Bridge Conceptual Design & Community Engagement	●	●	●	●	●	●	●	●	95
100759	San Francisquito Creek Bridge Acoustic Monitoring System	●	●	●	●	●	●	●	●	99
<b>ROW Communications &amp; Signals</b>										
100614	Predictive Arrival/Departure System (PADS) Replacement	●	●	●	●	●	●	●	●	103
<b>Miscellaneous</b>										
100684	Mini-High Platforms	●	●	●	●	●	●	●	●	107
100780	MS4 Trash Management	●	●	●	●	●	●	●	●	110



**Table S3. Individual Projects (Continued)**

Project Number	Title	Safety		Schedule		Budget		Funding		Page
		Q4	Q1	Q4	Q1	Q4	Q1	Q4	Q1	
<b>PLANNING (includes Initiation and Design to 15%)</b>										
<b>Grade Separations</b>										
100410	Whipple Avenue Grade Separation Study	●	●	●	●	●	●	●	●	114
100667	Bernardo Avenue Undercrossing	●	●	●	●	●	●	●	●	117
100668	Mary Ave Grade Separation	●	●	●	●	●	●	●	●	120
100686	Middle Avenue Undercrossing	●	●	●	●	●	●	●	●	123
100687	Downtown Rail Extension (DTX)	●	●	●	●	●	●	●	●	126
100733	North Fair Oaks Bike and Pedestrian Crossing	●	●	●	●	●	●	●	●	129
<b>Miscellaneous</b>										
100785	4th & King Yard Preparation (4KY)		●		●		●		●	135
<b>CLOSEOUT (includes Start-up/Turnover and Closeout)</b>										
<b>Grade Separations</b>										
002088	25th Avenue Grade Separation	●	●	●	●	●	●	●	●	140
<b>Stations</b>										
002146	South San Francisco Station Improvement	●	●	●	●	●	●	●	●	146
<b>Fare Collection</b>										
100574	Clipper Next Generation Validators Site Preparations	●	●	●	●	●	●	●	●	151
<b>Projects with Deferred Funding</b>										
<b>ROW Grade Crossings</b>										
100563	FY21-22 Grade Crossing Improvements									156
<b>Miscellaneous</b>										
100564	Enterprise Asset Management (EAM) Software System									160
100565	Update and Upgrade GIS System									163

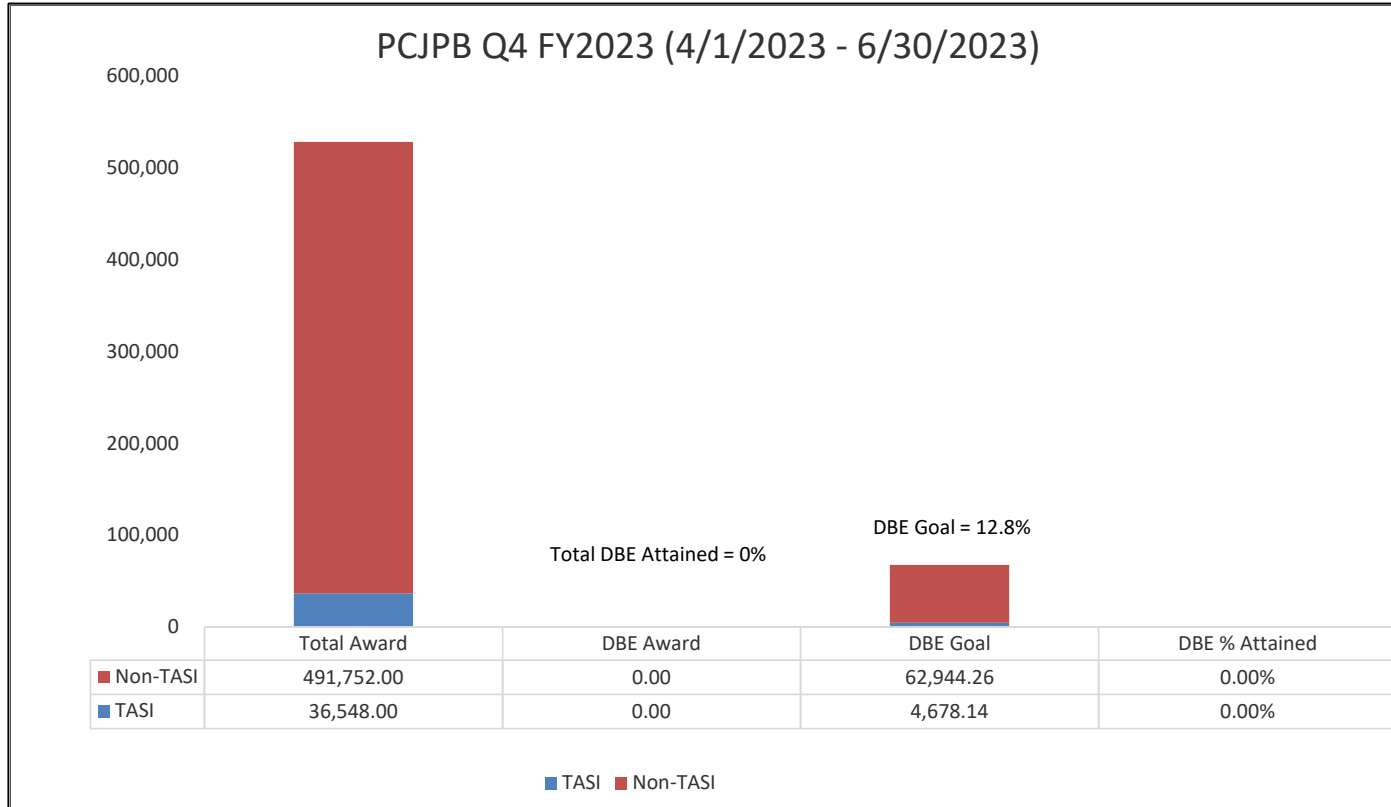
**Note:** The Total EAC (Estimated at Completion) for the projects shown above is \$2,176,947,415.

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**Appendix A - Disadvantaged Business Enterprise (DBE)**

Disadvantaged Business Enterprise (DBE)

# PCJPB Award



Note: The overall triennial DBE goal for Federal Fiscal Year 2023-25 is 12.8%. The total DBE attained is 0% for both TASI and Non-TASI combined.

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: Board of Directors

Through: Michelle Bouchard, Executive Director

From: Dahlia Chazan, Deputy Chief, Caltrain Planning

Subject: **Corridor Crossing Strategy Update**



Finance Committee  
Recommendation



Technology, Operations, Planning,  
and Safety Committee  
Recommendation



Advocacy and Major Projects  
Committee Recommendation

**Purpose and Recommended Action**

This report includes an informational update that requires no action by the Board of Directors (“Board”) of the Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”). At the May 24 Caltrain AMP Committee meeting, staff presented an overview of the Caltrain Corridor Crossings Strategy (CCS) program including the purpose, Project Delivery Opportunities, Program Strategy Development, engagement timeline, and an overview of the 4-Track Analysis. The purpose of this informational report and accompanying presentation is to share progress on the Caltrain Crossing Corridor Strategy since the May update, how feedback has been incorporated, and review findings on the 4-Track Analysis.

**Discussion**

As an outcome of the Caltrain Business Plan, the Caltrain Crossings Corridor Strategy (CCS) is an engagement-driven effort to develop a systematic corridor-wide approach to crossings. As Caltrain and other operators plan to increase rail services, Caltrain understands that a coordinated approach to grade separations or closures is needed to unlock regional mobility and safety benefits. The CCS aims to align community partners’ ambitions into balance with an implementable program, addressing funding, organization, and program delivery.

Project staff will provide an update on the progress of the Crossings Delivery Guide; Program Vision and Strategy; and findings of the 4-Track Analysis. The Crossings Delivery Guide was called for by community partners during the CCS Phase I interviews where they voiced the need for a consistent and transparent grade separation process. The guide will serve as a consolidated resource of design standards, criteria, practices, procedures, and policies related to the planning and implementation of grade separation or closure projects.

The Program Vision and Strategy will be a shared, corridor vision with an incremental and implementable approach to achieve regional benefits. This program approach is supported by community partners who participated in numerous meetings where they voiced a desire for a consolidated and coordinated program. Once developed and adopted, such a program will

accelerate the delivery of grade separation projects, enable the strategic pursuit of funding, and enable Caltrain to take a proactive and consistent role in delivering grade separation projects.

The 4-Track Analysis is a focused technical and planning process to 1) continue Caltrain's commitment to a future blended service pattern developed in partnership with California High-Speed Rail Authority (CHSRA), 2) continue the planning efforts called for in the 2040 Long Range Service Vision, and 3) help clarify the limits of the future 4-track segments as corridor cities advance their grade separation projects. The 4-Track Analysis validates the location and mile post limits of the 4-track segments that were conceptually identified for the Adopted Service Vision (Moderate Growth Scenario).

### **Background**

The CCS has been discussed as an agency priority since 2019, when it was first identified within the Caltrain Business Plan Process. This strategy was first funded in 2019 but was delayed due to the COVID-19 pandemic. The Caltrain Business Plan acknowledges that grade separation projects are costly, complex, and challenging. The CCS strives to identify areas for enhancement in the current process and develop a strategic approach to deliver corridor-wide consensus on delivery of grade separation projects.

The Initiation Phase of the CCS started in July 2022 and finished in December 2022. This phase included the initial issue identification collected from Caltrain coordination, initial engagement, and preliminary existing conditions gathered.

The Program Strategy development commenced in January 2023 and will end in approximately Winter 2023/24. This takes the outputs from the Initiation Phase to provide a framework to organize the overall study, workplan, and engagement process. The purpose of the Program Strategy development is to identify a shared vision for grade separations or closures along the corridor, including objectives and needs through extensive engagement. Concurrently with the Program Strategy development, Project Delivery Opportunities were identified as another path of the CCS to communicate roles, responsibilities, processes, and standards for individual projects.

The next steps for the Program Strategy include the development of an implementation plan for the corridor-wide strategy vision and programmatic approach to crossings – addressing organization, project development, funding, and program delivery.

### ***Crossings Delivery Guide***

The Project Delivery Opportunities path of the CCS results in the development of the Crossings Delivery Guide – an online, user-friendly guide for Caltrain, local jurisdictions, and partner agencies to clearly communicate project delivery processes and procedures. This guide was identified as a need from community partners during the Phase I interviews. The guide will serve as a consolidated reference of design criteria and construction standards and defines the roles and responsibilities for implementing grade separation or closure projects.

### ***Program Vision and Strategy***

The Program Strategy Development path of the CSS results in the development of the Program Vision and Strategy – a shared, corridor vision with an incremental and implementable

approach for regional benefits that will balance the vision with an actionable plan. The Program Vision and Strategy will gather the ambitions of community partners to clarify and define a vision that balances the complex web of organizational, technical, and funding challenges that must be addressed for the vision to be realized. It will include technical analyses to understand how different technical topics are affected across each delivery approach and evaluated against community partners goals. Cost and funding information will also be incorporated into the Program Vision and Strategy to facilitate the discussion of a coordinated funding approach and provide near-term benefits to jurisdictions.

#### ***4-Track Analysis***

Through a series of outreach and blended service planning activities between Caltrain, California High-Speed Rail Authority (CHSRA) and communities along the corridor, the Caltrain Business Plan conceptually identified 4-track segments in the Moderate Growth and High Growth scenarios. The Moderate Growth scenario (8 Caltrain trains and 4 CHSRA trains per hour per direction) was adopted by JPB in 2019 as the 2040 Long Range Service Vision (“Long Range Service Vision” or “Adopted Service Vision”) and represents a commitment to blended service for Caltrain and CHSRA.

The 4-Track Analysis is a focused technical and planning process to continue the planning efforts called for in the Long Range Service Vision. The Analysis demonstrates Caltrain’s commitment to future blended service in partnership with CHSRA while helping corridor cities advance their grade separation projects by giving information about a key design parameter (i.e., designing for four tracks in their crossing project). The 4-Track Analysis validates the location and mile post limits of the 4-track segments for the Adopted Service Vision. Analyses validated the passing track locations to enable the future blended service of 8 Caltrain trains and 4 CHSRA trains and fulfills Caltrain’s obligations to CHSRA for a blended service system.

#### ***Next Steps***

The Draft Program Vision and Strategy is anticipated to be ready for community partners and partner agencies’ review in early 2024. The Draft Crossings Delivery Guide is anticipated to be ready for community partners and partner agencies’ review by the end of 2023.

The Adopted Service Vision 4-track segments will be communicated to community partners and partner agencies in the upcoming months and be included in the Draft Crossings Delivery Guide. A separate memo describing the purpose, process, and findings of the 4-Track Analysis is anticipated to be available to the public by the end of 2023. The Rail Corridor Use Policy will subsequently be updated to reflect the refined 4-track segments consistent with Adopted Service Vision.

The CCS is hosting an upcoming workshop in November with the Local Policy Makers group to discuss the Program Strategy development. In addition, the CCS will continue collaboration with community partners, and update the website regularly with new materials as the program progresses.

**Budget Impact**

This informational item has no impact on the budget.

Prepared By: Dahlia Chazan          Deputy Chief, Caltrain Planning          650-730-6115

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: Board of Directors  
Through: Michelle Bouchard, Executive Director  
From: Kate Jordan Steiner, Chief Financial Officer  
Subject: **Acceptance of Quarterly Fuel Hedge Update**



Finance Committee  
Recommendation



Technology, Operations,  
Planning, and Safety Committee  
Recommendation



Advocacy and Major  
Projects Committee  
Recommendation

**Purpose and Recommended Action**

Staff proposes the Board to review, accept, and enter into the record the presentation providing an update on the implementation of a fuel hedging strategy for Caltrain.

**Discussion**

The purpose of this presentation is to provide an update on the implementation and performance status of the Fuel Hedging Program (Program) established for Caltrain.

Under this Program, the staff will continue to work with Linwood Capital, LLC in order to:

- Purchase new fuel hedge contracts for the upcoming fiscal year as market conditions allow.
- Maintain the size of the hedge in order to protect Caltrain’s fuels budget against volatile price movements in the diesel fuel market.

**Background**

The Program implemented for Caltrain is designed to minimize large budget variances resulting from the volatility of diesel fuel prices. An effective hedging strategy can increase budget certainty and facilitate a more effective utilization of budgetary resources. The purpose of the Program is not to speculate on the price of fuel but to manage risk, particularly as it relates to Caltrain’s annual budget.

**FY 2024 History**

- As of September 30<sup>th</sup>, the fuel hedging program had realized net gains of \$395,061.54 for the time period July 2023 through September 2023 – the first quarter of FY 2024. This is approximately \$0.48 per gallon of realized gain for Q1 FY 2024. The approximate cost of fuel before taxes and fees and after the effect of the hedge is \$2.94 per gallon from July 2023 through September 2023.



- Total dollar budget for fuel for Q1 FY 2024 is \$3,044,392 based on \$2.69 per gallon budget before tax and fees and budgeted consumption of 1,131,744 gallons for the quarter. Estimated total cost before tax and fees and after hedging for Q1 FY 2024 is \$2,405,940 or \$2.94 per gallon on 819,204 gallons. This renders an approximate Q1 FY 2024 budget surplus of \$638,452.

FY 2024 Prospective

- For the remainder of FY 2024, there is currently an unrealized gain of \$1,210,897.80 which is \$0.36/gallon on all projected gallons October 2023 through June 2024. This assumes projected consumption of 4,490,072 gallons for the entirety of FY 2024.
- For the remainder of FY 2024, approximately 90% (after tax) of the anticipated fuel usage is hedged at an average price of \$2.63/gallon excluding taxes and fees (\$3.36/gallon with taxes and fees) versus a currently planned budget estimate of \$2.69/gallon, excluding taxes and fees.
- The remaining un-hedged gallons for the remainder of FY 2024 have a projected cost of \$3.03 excluding taxes and fees (3.76 with tax and fees) as of 9/30/23.
- For the remainder of FY 2024, the expected weighted average cost of all gallons net of hedge and excluding tax and fees is \$2.67/gallon and including taxes and fees is \$3.40/gallon.
- Total dollar budget for fuel for the remainder of FY 2024 is \$9,042,220 based on \$2.69 per gallon before tax and fees and estimated total remaining consumption of 3,361,420 gallons. The estimated total cost before tax and fees and after hedging for the remainder of FY 2024 as of 9/30/23 is \$8,974,888 or \$2.67 per gallon.
- The current expected budget surplus for the entirety of FY 2024 is \$697,465 given current volume projections.

**Budget Impact**

There is no impact on the budget.

Prepared By:	Connie Mobley-Ritter	Director, Treasury	650-508-7765
	Kevin Beltz	Manager, Debt and Investments	650-508-6405

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: Advocacy and Major Projects Committee

Through: Michelle Bouchard, Executive Director

From: Sam Sargent, Director, Strategy and Policy

Subject: **Metropolitan Transportation Commission / Regional Update**

<input type="checkbox"/> Finance Committee Recommendation	<input type="checkbox"/> Technology, Operations, Planning, and Safety Committee Recommendation	<input type="checkbox"/> Advocacy and Major Projects Committee Recommendation
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**Purpose and Recommended Action**

The Metropolitan Transportation Commission (“MTC”) provides planning, funding, coordination, and technical assistance to cities, counties, transit agencies, and other partners to bring the region together. The California Legislature created MTC in 1970 to plan and provide a cohesive vision for the Bay Area’s transportation system. This item is for the reading file only.

**Discussion**

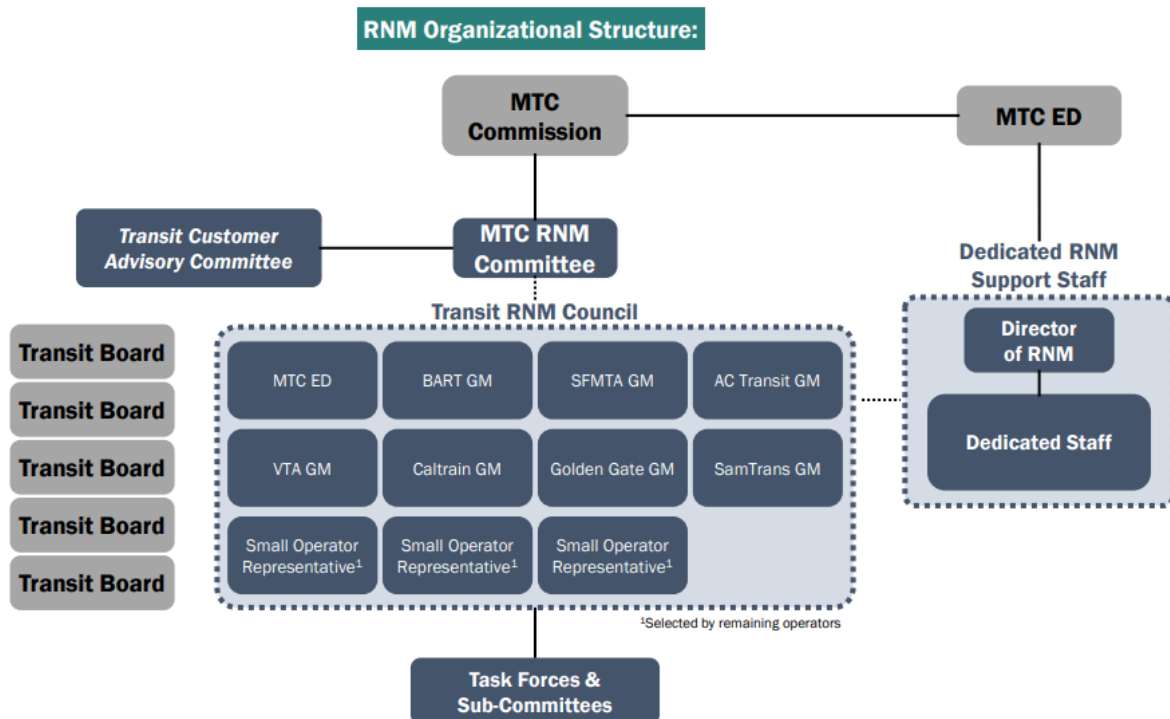
MTC is actively considering several key policy and funding decisions that affect Caltrain, and staff wants to ensure the Joint Powers Board (“JPB”) is apprised of these discussions and other items with regional impact.

**Budget Impact**

No budget impact.

**1. First Regional Network Management (RNM) Council Meeting**

On November 27, the RNM Council met for the first time. This body is composed of 10 transit operator general managers, including Executive Director Michelle Bouchard, and MTC Executive Director Andy Fremier. A reminder that the RNM Council provides executive guidance on regional transit policies and implementation plans to the RNM Committee, which is composed of MTC commissioners.



The RNM Council elected officers and received an informational briefing from MTC RNM Director Melanie Choy, focused on the RNM Council Charter (“Charter”) and draft RNM Council Workplan (“Workplan”). The Charter memorializes what the RNM Council is, how it conducts meetings and takes votes, and attempts to better define the relationship between the RNM Council and other entities, like MTC and transit operator boards. The relationship between the RNM structure and transit operator boards is particularly important to Caltrain and executive staff will continue to press for more clarity on this topic as the Charter and Workplan are finalized.

The draft Workplan has been developed by MTC and transit operator staff, with much of the content based on the Transit Transformation Action Plan (“TAP”). A reminder that the TAP is a 27-action item plan that was developed by the MTC-convened Blue Ribbon Transit Recovery Task Force between 2020 and 2021. Executive Director Bouchard was a member of the Task Force.

The draft Workplan (and TAP) groups the regional activities into five areas: (1) fares and payment; (2) customer information, including wayfinding; (3) transit network planning and management; (4) accessibility; and (5) new funding.

Fares & Payment	Customer Information	Transit Network	Accessibility	Funding
<ul style="list-style-type: none"> <li>Clipper START</li> </ul> <p><i>Currently overseen by the Fare Integration Task Force:</i></p> <ul style="list-style-type: none"> <li>+ <b>Clipper BayPass launch and expansion (e.g. for major events)</b></li> <li>No-cost/reduced-cost interagency transfers</li> <li>Refine vision for common fare structure for regional transit</li> </ul>	<ul style="list-style-type: none"> <li>Prototypes and pilots for regional mapping &amp; wayfinding signage</li> <li>Availability and reliability of regional real-time transit data</li> </ul> <ul style="list-style-type: none"> <li>+ <b>Strategic/cohesive communications</b></li> <li>+ <b>Coordinated customer experience surveys</b></li> </ul>	<ul style="list-style-type: none"> <li>Transit priority implementation (e.g., BusAID)</li> <li>Regional Transit Priority Policy</li> <li>Transit 2050+ project performance assessment and network concepts</li> </ul>	<ul style="list-style-type: none"> <li>Standardize paratransit and Clipper RTC eligibility practices</li> <li>Improve regional paratransit trips through one-seat ride pilot programs, improved cost-sharing, and enhanced transfer policies</li> </ul>	<ul style="list-style-type: none"> <li>+ <b>Develop strategies to fully fund TAP initiatives</b></li> <li>Ongoing advocacy for funding</li> </ul>

Because Caltrain has been actively involved in the development of the Charter and Workplan, staff are supportive of the current drafts. Caltrain has been firm with MTC on the need for Key Performance Indicators and a Workplan schedule with dates certain. Without measurable outcomes for RNM, the legitimacy of this operator-focused effort will be negatively impacted.

The RNM Committee will receive a briefing on these documents at their **Friday, December 8** meeting, with the RNM Council taking actions at the **Monday, December 18** meeting.

## 2. Regional Short-Term Transit Financial Plan and Proposed Distribution of Emergency Operating Funding (MTC)

At the November 15 MTC meeting, commissioners approved an emergency operating funding plan for transit operators with fiscal cliffs. In determining this allocation, MTC standardized certain transit operator metrics, which led to all operators receiving less funds than their identified funding needs. Ridership assumptions were not standardized, which impacted fare dependent systems such as Caltrain.

Under the MTC-approved plan, Caltrain will receive \$0 in FY24-25 and \$25 million in FY25-26. Caltrain requested \$33 million for FY25-26, when the railroad’s operating deficit begins, but like most operators received a smaller allocation. A reminder that Caltrain’s projected deficits are: \$33.4 million in FY25-26, \$57.7 million in FY26-27, and \$57.5 million in FY27-28.

Amounts are reported in millions

Confirm in 2024 Revisit in 2025

	FY 23-24	FY 24-25	FY 25-26	Total (\$)	Total (%)
SFMTA	\$0	\$99	\$209	\$309	40%
BART	\$0	\$58	\$294	\$352	45%
AC Transit	\$0	\$4	\$29	\$33	4%
Caltrain	\$0	\$0	\$25	\$25	3%
Golden Gate Transit	\$0	\$3	\$38	\$41	5%
Other Operators	\$0	\$5	\$10	\$14	2%
Regional Network Management	\$0	\$2	\$0	\$2	0%
<b>Bay Area Total</b>	<b>\$0</b>	<b>\$171</b>	<b>\$605</b>	<b>\$776</b>	<b>100%</b>

Numbers may not sum due to rounding.

The approved emergency operating funding distribution is as follows:

Caltrain staff will provide the JPB with updated operating gap figures in early 2024, including updates on the cost of electrified service and maintenance, and projected ridership post-electrification. As part of Caltrain's financial projections, the ridership growth estimate is 20% in the first year of electrification and 10%-15% for the next 5 years.

Caltrain recommended that our San Francisco, San Mateo, and Santa Clara County MTC commissioners support this action item. Caltrain staff recognizes that there are not enough resources to cover all Bay Area operator's needs. The railroad will continue to work closely with MTC staff and commissioners to ensure the availability of the \$33 million needed to cover the FY25-26 deficit.

### 3. Regional Transportation Revenue Measure Update (MTC)

At the November 3 MTC Legislation Committee meeting, MTC staff provided an update on the potential 2026 regional transportation ballot measure. The focus was on focus areas, guiding principles, funding priorities, and revenue options:

- **Focus Areas:** (1) stabilize transit funding; (2) make transit faster, safer, and easier to use; and (3) enhance mobility and access for all.
- **Draft Guiding Principles:** (1) advancing equity, (2) advancing the state's goal of carbon neutrality by 2045, (3) adaptability, and (4) cohesiveness, to maximize regional impact and easily communicate a ballot measure to the public.
- **Funding Priorities:** (1) transit operations, (2) transit transformation including fare integration, mapping and wayfinding, ambassador programs, etc., (3) Main Streets, meaning multimodal roadway improvements, and (4) climate resilience.
- **Revenue Options:** (1) sales tax, (2) income tax, (3) parcel tax, (4) corporate head tax, (5) payroll tax, and (6) road usage charge, or Vehicle Miles Traveled (VMT) fee.

MTC staff will return to the MTC Legislation Committee on **Friday, December 8** to present a final ballot measure concept as an action item, followed by MTC action on **Wednesday, December 20**. After that, MTC and other regional partners (including transit operators) will advance authorizing legislation during the 2024 legislative session for a 2026 measure.

Executive Director Bouchard, with twelve other general managers, signed on to a letter addressed to MTC Legislation Committee Chair David Canepa supporting the continued work to secure new transit operating funds. The letter noted that the region's shortfall will reach \$750 million per year beginning in FY26-27. Advocacy and action are needed in the near-term to prevent long-term damage to the Bay Area's transit operators and customers.

### 4. Caltrain – BART Consolidation Rumors

Over the past month, the idea of a BART-Caltrain consolidation has been raised by a handful of MTC commissioners and members of the BART board. The idea surprised Caltrain staff

and likely Board Members. Caltrain staff have continued to seek clarity from MTC as to rationale of such a major restructuring of transit operator governance. Neither BART nor MTC reached out to Caltrain to discuss this topic directly. Caltrain has noted to MTC commissioners the recently completed a lengthy governance process with SamTrans.

Having achieved a negotiated solution, Caltrain and our member agencies are in the early stages of implementing that agreement. Stability improves recruitment and retention and keeps the agency-focused on delivering our operations and capital projects such as Electrification in Caltrain's three Measure RR-contributing counties. This is not the time for further lengthy and disruptive governance processes.

Caltrain is committed to MTC's ongoing efforts to advance RNM, which is the agreed upon venue for transit operators and MTC to implement the Transformation Action Plan and create a more seamless customer experience. Any sub-regional effort on Caltrain consolidation is a distraction. This topic has the potential to further divide the region at a time when collaboration and unity are needed to work on making progress on rider facing initiatives and building support for a regional funding measure.

Prepared By: Sam Sargent

Director, Strategy and Policy

650-730-6223

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: Board of Directors  
Through: Michelle Bouchard, Executive Director  
From: Kate Jordan Steiner, Chief Financial Officer  
Subject: **Chief Financial Officer (CFO) Report for Fiscal Year 2023 and Fiscal Year 2024  
Quarter 1**



Finance Committee  
Recommendation



Technology, Operations,  
Planning, and Safety  
Committee Recommendation



Advocacy and Major  
Projects Committee  
Recommendation

**Purpose and Recommended Action**

The Board will receive an update on the financial result for Fiscal Year 2023 (FY23), Quarter 1 of Fiscal Year 2024 (FY24), and provides a general outlook for the remainder of FY24 and Fiscal Year 2025 (FY25). This is an informational item.

**Discussion**

**Fiscal Year 2023 Year End (FY23YE)**

Caltrain ended FY23 favorable to budget with a net result of \$11.1 million.

**Sources were \$184.7 million, \$8.1 million (4.6 percent) higher** than the adopted budget of \$176.6 million, primarily driven by

- Increases in:
  - +\$3.1 million (177.5 percent) Other Income, including revenue (advertising \$0.8 million, parking citations \$0.3M, other non-transit and miscellaneous operating revenue \$0.9 million); Shared Track Maintenance \$0.4M; and Interest Income \$0.2 million)
  - +\$7.3 million (6.4 percent) Measure RR
- Partially offset by \$3.6M (11.9%) below-budget fare revenue due to delays in ridership recovery and service changes/interruptions to complete electrification.

**Uses were \$176.2 million, \$3.0 million (1.7 percent) lower** than the adopted budget of \$179.2 million, primarily due to:

- Decreased spending on
  - Labor: Wages and Benefits, Professional Services, Security Services
  - Non-Labor: Fuel and Lubricants, Other Office Expenses and Services
- Partially offset by increases in
  - Insurance-related costs
  - Managing Agency Admin overhead, and
  - Debt Service.

## **Project Progress**

In FY23, the Electrification Project reached 89 percent completion with revenue service scheduled to begin in September 2024. The following State-of-Good Repair (SOGR) program projects reached substantial completion in FY23:

- Bayshore Station Overpass Pedestrian Bridge Rehabilitation in San Francisco
- Next Generation Clipper Validator Site Preparation
- Closed-Circuit Television (CCTV) Assessment

Grade crossing improvement projects under Safety Improvement undertaken in FY23 included completion of Mary Avenue Signal Preemption project and 100 percent design completion of:

- 16th Street (SF)
- Mission Bay (SF)
- East Meadow (Palo Alto)
- Whipple Ave (Redwood City)
- Ravenswood (Menlo Park), and
- Main St. (Redwood City)

In FY24, major projects underway include Guadalupe River Bridge Replacement in San Jose which began construction and the San Francisquito Creek Bridge Project which has been redefined to undertake additional alternative analyses.

## **Fiscal Year 2023-2024, Quarter 1 (FY24Q1)**

Caltrain ended FY24 Q1 favorable to budget with a net result of \$4.9 million.

**Sources were \$50.6 million \$0.1 million (0.2 percent) higher** than the adopted budget of \$50.5M, primarily driven by the increase in:

- Measure RR contribution by \$1.1 million (3.7 percent)
- Partially offset by below-budget:
  - \$0.5 million (6.4 percent) fare revenue
  - \$0.6 million (39 percent) Other Income, including Interest \$0.4 million and Insurance Reimbursements \$0.2 million)

**Uses were \$44.9 million, \$4.8 million (9.6 percent) lower** than the \$49.7 million adopted budget. This is primarily due to

- Decreased spending on labor, including Rail Operator service, Wages and Benefits, and Professional Services;
- Partially offset by increases in insurance related costs.

## **Fiscal Year 2024 Outlook**

Caltrain is balancing costs to support SOGR, and other major investments against constrained sources such as low farebox recovery (4 percent below budget in Q1) and delays in State and Federal reimbursement. Staff will provide year-end projections after FY24Q2 closes. Preliminary outlook is noted below.



**Sources may lag in FY24:**

- Farebox recovery is expected to lag, driven by (a) weekend shutdowns for PCEP; (b) New Fall Fares promotion, starting Sept 1, 2023, which reduces fares for new fare products for families, groups, youths, and hybrid commuters; and (c) potential declines in Go Pass revenue, driven by a decrease in re-enrollment.
- Sales tax revenue estimates unchanged from budget at this time, although spending generating sales taxes is expected to dip in FY24

**Uses may be close to budget in FY24:**

- Direct labor may be under budget due to high vacancies
- Contracted labor (Rail Operator Service (TASI) and Professional Services may be close to or under budget
- Insurance and Legal expenses may be over budget
- Other non-labor including fuel, materials and supplies, and maintenance and utilities, may be close to budget

Fiscal Year 2025 Outlook

FY24/FY25 is Caltrain’s first biennial (two-year) budget. Staff expect to bring a FY25 budget amendment before the Board in the summer/fall of Calendar Year 2024 (CY24). Potential budget amendments may include costs for TASI, electrified service, and administration.

Unfunded Capital Need

Caltrain continues to seek funding for a variety of critical investments, including State of Good Repair (SOGR); and emerging Safety, Security, Access, and other needs.

**Unfunded Capital Need (\$M (million)), Cumulative**

<b>UNFUNDED</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>
SOGR	\$37.64M	37.20M	29.25M	31.91M	38.62M
Safety/ Security/ Access/ Other	8.07M	21.81M	47.13M	65.35M	65.91M
<b>Total*</b>	<b>45.71M</b>	<b>59.01M</b>	<b>76.38M</b>	<b>97.27M</b>	<b>\$104.53M</b>

*\* Each year reflects compounding needs*

**Budget Impact**

This is an informational item. There is no budget impact.

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: Board of Directors  
Through: Michelle Bouchard, Executive Director  
From: Dahlia Chazan, Deputy Chief, Caltrain Planning  
Subject: **San Francisco Railyards Preliminary Business Case Update**

Finance Committee Recommendation       Technology, Operations, Planning, and Safety Committee Recommendation       Advocacy and Major Projects Committee Recommendation

**Purpose and Recommended Action**

This report includes an informational update that requires no action by the Board of Directors (“Board”) of the Peninsula Corridor Joint Powers Board (“JPB” or “Caltrain”).

**Discussion**

The San Francisco Railyards (SF Railyards) is a 20-acre site that includes the 4<sup>th</sup> and King Caltrain Station, rail storage, and other rail facilities. It is owned by Prologis, and subject to a perpetual railroad operating easement held by the JPB. The JPB and Prologis are currently partnering to conduct a Preliminary Business Case (PBC) exploring the potential for redevelopment of the site into a regional transit center with renewed rail infrastructure and passenger facilities, added Caltrain service, housing, offices, and public spaces.

The Caltrain/Prologis PBC, which is a process to enable informed decision-making through rigorous evaluation of options against detailed evaluation criteria, is nearing completion.

The purpose of this informational briefing is to provide an update on the progress of the PBC technical work and outline anticipated future Board engagements related to the PBC.

**Background:**

Prologis has presented an opportunity to bring housing, jobs, activation, and an improved passenger experience to the 4th & King Site through a robust TOD. In 2021, Caltrain partnered with Prologis to initiate the PBC to evaluate the feasibility and measure the performance of options that could facilitate rail operations while enabling development.

The PBC analysis began with understanding the core operating needs for Caltrain (now and in the future) and that remains the governing priority for the analysis. Staff has used Caltrain's

core needs to create future operating scenarios that meet those needs, and allowed Prologis to consider how they would develop the site in that environment.

The PBC team has undertaken extensive technical work to evaluate options and test new configurations to carry Caltrain's service into the future, while looking for ways to facilitate development. Staff has also focused on how the scenarios being considered interface with other projects planned at the site (DTX, PAX, High Speed Rail). Staff will discuss several key points of understanding that have emerged from this analysis.

As the PBC concludes, staff will provide analysis to the Board to support an informed assessment of whether the benefits of development, improved passenger experience, and renewed rail infrastructure, and streamlined operations are sufficient to justify the cost and changes to Caltrain's operations.

If the Board supports advancing a preferred option to enable development, staff will request authorization in mid-2024 to advance to the next stages of work in partnership with Prologis.

### **Summary of Previous Updates**

On May 24<sup>th</sup>, 2023, the Committee received an update on the status of the SF Railyards PBC. Below is a summary of key information provided in the update:

- The PBC is analyzing multiple potential configurations of the SF Railyards site and is evaluating the trade-offs, impacts, and value/benefit of options against the project's goals and objectives, aiming to meet Caltrain's long-term operational needs while supporting feasible mixed-use development opportunities.
- The City of San Francisco is also advancing a parallel and related effort to study the neighborhood surrounding the Railyards as a continuation of the Rail Alignment and Benefits (RAB) study completed in 2018.
- Complementing the PBC, Caltrain, in collaboration with the City of San Francisco, applied for and received a \$650,000 Transit-Oriented Development (TOD) Planning Program Discretionary Grant from the FTA to support comprehensive and site-specific planning efforts for communities to improve access to public transportation by integrating land use and transportation-related improvements with federal capital transit investments.

Subsequently, on August 30<sup>th</sup>, 2023, staff provided the Committee with an overview of major San Francisco rail projects, specifically the following:

1. Downtown Rail Extension (DTX; The Portal)
2. DTX 4<sup>th</sup> and King Yard Preparation
3. SF Railyards Transit-Oriented Development TOD (currently PBC)
4. Pennsylvania Avenue Extension (PAX)
5. Link21
6. California High Speed Rail (CAHSR)

**Budget Impact**

This informational item has no budget impact.

Prepared By: Dahlia Chazan

Deputy Chief, Planning

Phone: 650-730-6115

## ATTACHMENT A: AGREEMENT

### AGREEMENT BETWEEN

THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)

AND

KELLY MCNUTT CONSULTING, LLC (CONSULTANT)

### AGREEMENT SUMMARY\*

**Board of Directors' Date of Award: January 17, 2024**

**Resolution Number: TBD**

**Effective Date of Agreement: January 4, 2023**

**Services to be Performed (Section 1):** On-Call Alternative Project Delivery Negotiation Support Services

**Term of Agreement (Section 3):** five (5) year base term with up to two (2), one (1)-year option terms.

**Consultant's Key Representative (Section 4):**

**Name:** Kelly McNutt

**Title:** President/Owner

**Company:** Kelly McNutt Consulting, LLC

**Address:** 1811 SE 173<sup>rd</sup> Ave, Vancouver, WA 98683

**Phone:** 360-772-0954

**Email:** [kelly@kmccostandrisk.com](mailto:kelly@kmccostandrisk.com)

**Compensation (Section 5):** The not-to-exceed amount of **\$2,450,000** for a five-year base term, plus up to two, one-year option terms for a not-to-exceed aggregate amount of \$3,500,000 if exercised.

\*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

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This AGREEMENT for On-call Alternative Project Delivery Negotiation Support Services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and Kelly McNutt consulting, LLC (CONSULTANT), a Washington Corporation located at 1811 SE 173<sup>rd</sup> Ave, Vancouver, WA 98683 (“the Parties”).

## 1. SCOPE OF SERVICES

This is an Agreement to provide On-call Alternative Project Delivery Negotiation Support Services. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of [professional] care, skill, efficiency, and judgment of consultants with special expertise in providing On-call Alternative Project Delivery Negotiation Support Services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Proposals dated August 30, 2023, the Scope of Services of which is attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT’s written proposal dated September 26, 2023, attached hereto and incorporated herein as Exhibit B.

## 2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- (1) This Agreement including Attachment A and Attachment B Insurance Requirements
- (2) Exhibit A, Scope of Services
- (3) Exhibit B, Consultant’s Proposal and Negotiated Cost Proposal
- (4) Exhibit C, SBE Requirements
- (5) Exhibit D, Work Directive Process
- (6) Exhibit E, Federal Clauses

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## 3. TERM OF AGREEMENT

The term of this Agreement will be for a FIVE (5) year term commencing upon January 1, 2024 and ending on December 31, 2029. The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

The AGENCY reserves the right, in its sole discretion, to exercise up to \_\_\_ one- year option term(s) to extend the Agreement, pursuant to the terms of this Agreement. If the AGENCY



determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with Section 24 of this Agreement.

#### 4. **CONSULTANT'S REPRESENTATIVE**

At all times during the term of this Agreement Kelly McNutt will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

#### 5. **COMPENSATION**

The CONSULTANT agrees to perform the services to be specified in each Work Directive. Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in Exhibit D.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guaranteed compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed \$3,500,000 (\$2,450,000 for the five-year base term plus \$980,000 in aggregate, for the two, one-year option terms, if exercised) plus a 10 percent contingency, which may be used at the Agency's discretion if necessary for unforeseen work only. The AGENCY will pay the CONSULTANT in accordance with Section 6.

#### **GENERAL**

Compensation for each project performed under the Agreement will either be **Cost-Plus-Fixed-Fee with a ceiling (CPFF)** or **Specified Rate of Compensation (SRC)**.

Project pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. 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 the AGENCY.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may make a written request to increase its labor rates for the following year of the Agreement. Increases, if timely requested, in future labor rates shall be limited to the lesser of either (a) the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or (b) the actual increases in employees' labor rates. Such actual increases must be demonstrated to the Agency's satisfaction.

In extenuating circumstances, and with approval at the sole discretion of the Agency, CONSULTANT may submit a written request to deviate from the methodology set forth in the above paragraph. Such request must include: (1) a justifiable explanation for the deviation, (2) an independently conducted and CONSULTANT-funded market analysis with comparable data from other public agencies in the Bay Area, preferably from other transit agencies, with sufficient completeness to pass audit scrutiny from an independent third-party, and (3) an attestation regarding the accuracy of the information presented from the CONSULTANT's Owner, President, Vice President, Chair of the Board, or Chief Financial Officer.

The effective date of the labor rates increase, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the following Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any labor rates increase for that following year.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may, upon written request, adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the AGENCY, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the AGENCY Project Manager before exceeding such estimate. Progress payments for each project will be made monthly in arrears based on services provided and actual costs incurred.

CONSULTANT shall not commence performance of work or services until this Agreement has been approved by AGENCY, and notification to proceed has been issued by AGENCY Procurement Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

Fixed Fees shall be negotiated prior to the signing of the Agreement and shall apply throughout the life of the Agreement.

## 5.1. COST OF WORK

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

## 5.2. DIRECT LABOR

### 5.2.1. GENERAL

Direct Labor Rates shall be as set forth in Attachment C to this Agreement and shall stay in effect for the first year of the Agreement. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, CONSULTANT, and subconsultants, shall submit a written request to the Procurement Administrator and provide the person's name, job title, current actual rates, and resume, for review and approval.

New personnel must be approved prior to their commencing work under a project. Work performed by personnel not previously approved in writing by the AGENCY shall be at CONSULTANT's own risk.

Increases in hourly rates may not exceed the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or 3.5%, whichever is lower.

### 5.2.2. Straight Time

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

### 5.2.3. Overtime

The AGENCY will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the AGENCY has approved the overtime, in writing, prior to the incurring of said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.

### 5.3. CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

#### 5.3.1. General

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's and subconsultants' home office and AGENCY-Furnished Field Office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B "Cost Proposal," dated September 26, 2023.

#### 5.3.2. Payroll Burden

CONSULTANT and the AGENCY agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultant's, as compensation for said costs, as set forth below. "Payroll Burden" is defined as:

The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges and c) contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant's, cost of owner-required insurance.

#### 5.3.3. Employee Benefits

"Employee Benefits" for CONSULTANT's and subconsultant's employees is defined as The cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Director's drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits, and all other employee benefit plans.

#### 5.3.4. Indirect Costs (Office Overhead)

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting, and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY.

These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon AGENCY approval.

5.3.4.1. CONSULTANT and subconsultants Home Office Overhead rate shall apply to personnel assigned in CONSULTANT's and subconsultant's Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e. other comparable public agency contract rates) to the AGENCY to review for acceptance. The AGENCY will have the final decision as to what is acceptable.

#### 5.4. Maximum Fixed Fees (Profit)

##### 5.4.1. General

Maximum Fixed Fee percentages shall apply throughout the life of the Agreement. The CONSULTANT's fixed fee amount for each project may be negotiated on an individual project basis. Said fixed fee amount shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under a Project.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the AGENCY shall not exceed:

- **On-Call Alternative Project Delivery Negotiation Support Services**

Eight Percent (8%)\* for Consultant's home office (Home);

- **Subconsultants**

Eight Percent (8%)\* for Consultant's home office (Home);

Subconsultants markup – Zero Percent (0%)

#### 5.5. OTHER DIRECT COSTS (ODCs)

##### 5.5.1. General

Other Direct Costs, including subconsultant's projects, shall be proposed at cost with a Zero Percent (0%) markup.

##### 5.5.2. Allowable ODCs

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blueprint services, and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by the AGENCY. Supporting documentation is required for reimbursement of all ODCs.

##### 5.5.3. Subconsultants

With regard to subconsultants, the AGENCY will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with Zero Percent (0%) markup. The CONSULTANT may be

compensated for initial, or one-time, charges incurred in establishing a project or for pre-approved administration charges.

5.5.4. Limitations on Direct Costs - The Following Are Limitations:

(1) Vehicles - If applicable and approved by the Agencies, rental vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - All travel and relocation related plans must be approved in writing by the AGENCY prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by AGENCY will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to AGENCY-Furnished Field Office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Travel, accommodations, and subsistence (directly related to the Scope of Services) for business trips to the Project Site, to AGENCY's consultants and suppliers, or to other locations approved by the AGENCY. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at AGENCY's central or field offices.

5.5.5. Unallowable ODCs

The following ODCs are not allowable unless they are authorized by prior written approval of the AGENCY's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards, and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring, and operating dedicated project vehicles.
- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance

- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the AGENCY at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the AGENCY's authorized representative.

#### 5.6. Maximum Compensation Amount

A maximum not-to-exceed amount as set forth in the project shall apply for each project.

Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual project for the services performed under such project without issuance of a written Amendment to such project by the AGENCY's Procurement Administrator.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the project, CONSULTANT shall notify the AGENCY immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the project. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the project shall be at CONSULTANT's own risk.

#### 5.7. Flow Down

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by the AGENCY.

### 6. MANNER OF PAYMENT

The CONSULTANT must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number 24-J-P-016, purchase order and the AGENCY Project Manager's and Contract Administrator's name. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. **Furthermore, the AGENCY reserves the right to withhold payment for any invoice that does not match the PO lines until CONSULTANT resubmits a corrected invoice.** The AGENCY will provide written

notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to [AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com); with a "cc" to the Project Manager, and Contractor Administrator or Procurement Administrator as applicable.

## 7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager, Alvin Piano or designee, and the CONSULTANT's Kelly McNutt, or designee.

Notices informing CONSULTANT of the AGENCY's decision to exercise Agreement options (that were exercisable in the AGENCY's sole discretion) will be exchanged between the AGENCY's Project Manager, Alvin Piano or designee, and the CONSULTANT's Kelly McNutt or designee, via electronic mail to: [PianoA@caltrain.com](mailto:PianoA@caltrain.com).

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY:	Board Secretary Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070	
With a copy to:	Director, Contracts and Procurement Peninsula Corridor Joint Powers Board San Carlos, CA 94070	1250 San Carlos Avenue
If to the CONSULTANT:	Kelly McNutt Consulting, LLC_____ Attn: Kelly McNutt _____ _____ _____	

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 8. OWNERSHIP OF WORK

### A. General



All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under, and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s Executive Director or designee.

## **10. USE OF SUBCONTRACTORS/SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and the AGENCY will have no obligation to them.

## **11. CHANGES**

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in non-payment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

**A.** Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or

**B.** Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

## **13. INSURANCE**

Refer to Attachment B appended hereto, for the Insurance Requirements.

**14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

**15. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

**16. OTHER GOVERNMENTAL AGENCIES**

Not Applicable

**17. LITIGATION SUPPORT**

The CONSULTANT must be willing to provide litigation support related to the performance of this Agreement, including serving as an expert witness if required by the AGENCY. In the event that litigation relating to the performance of this Agreement arises, the CONSULTANT will ensure that at least one individual has the appropriate expertise to act as an expert witness and will make that individual or individuals available to consult on issues related to litigation. The CONSULTANT may additionally be required to form expert opinions, draft expert witness reports, and provide expert witness testimony for depositions and other legal proceedings, including mediation, arbitration, and trials.

**18. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**19. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's CEO or Executive Director, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

**20. WARRANTY OF SERVICES**

**A.** CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable firms at the time the services are rendered. In addition, CONSULTANT will provide such specific warranties as may be set forth in Work Directives as agreed upon by the Parties.

**B.** In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:

i. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

ii. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.

iii. The right to terminate the Agreement for default.

C. CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

## **21. CLAIMS OR DISPUTES**

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **22. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **23. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## **24. TERMINATION**

**A. Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

**B. Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without

further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**25. LIQUIDATED DAMAGES**

Not Applicable

**26. PREVAILING WAGE**

Not Applicable

**27. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit the AGENCY, the State Comptroller, and their authorized representatives, FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

## **28. UKRAINE/RUSSIA RELATED SANCTIONS**

As a public agency with contracts with state and federal departments and agencies, the AGENCY is required to avoid transactions with any persons or entities subject to economic sanctions. For the purpose of this section, "Economic Sanctions" are defined as those imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. Accordingly, should the AGENCY determine CONSULTANT is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The AGENCY shall provide CONSULTANT advance written notice of such termination, allowing CONSULTANT at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the AGENCY.

## **29. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

## **30. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration

for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.



**31. SMALL BUSINESS ENTERPRISES (SBE) AND PROMPT PAYMENT**

See Exhibit C for SBE and prompt payment requirements.

**32. CONFLICT OF INTEREST**

**A. General.** Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose their financial interests (Fair Political Practices Commission Form 700). Under Section 18700.3 of Title 2, Division 6, of the California Code of Regulations, an employee of CONSULTANT is required to disclose their financial interests on Form 700 if: (1) the person makes certain governmental decisions; or (2) the person serves in a staff capacity with the AGENCY and in that capacity participates in making governmental decisions or performs the same duties for the AGENCY that would typically be performed by an AGENCY employee who is required to file Form 700.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**B. Organizational Conflicts of Interest.** CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

**33. SUBSTANCE ABUSE PROGRAM [IF APPLICABLE]**

Not Applicable

**34. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)**

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees, and agents, for the

disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

**35. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

**36. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**37. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**38. NO THIRD-PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**39. APPLICABLE LAW**

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

**40. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**41. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

**42. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT POWERS CONSULTANT: (See footnote below)\*  
BOARD :**

Signature: \_\_\_\_\_

Print: Michelle Bouchard

Title: Executive Director

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Agency Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Attorney for the Agency

\* Note: If Consultant is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation's bylaws).

If the Consultant is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the AGENCY indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

## **ATTACHMENT B: INSURANCE REQUIREMENTS**

### **INSURANCE**

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Agreement, CONTRACTOR shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

#### **A. MINIMUM TYPES AND SCOPE OF INSURANCE**

##### **1. Workers' Compensation and Employer's Liability Insurance.**

- a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits of \$10,000,000 per occurrence.
- c. If the California Labor Code requiring Workers' Compensation applies, the CONTRACTOR shall also maintain Employer's Liability coverage with minimum limits of **\$1 million**.
- d. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
  - Waiver of Subrogation.

##### **2. Commercial General Liability Insurance.**

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$2 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- a. This insurance shall include coverage for, but not be limited to:
  - Premises and operations.
  - Products and completed operations.
  - Personal injury.
  - Advertising injury.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

### 3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$2 million** per accident or loss.

a. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

### 4. Property Insurance.

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:

- CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
- Materials or property to be purchased and/or installed on behalf of the JPB, if any.
- Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

### 5. Professional Liability Insurance.

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the JPB and having minimum limits of liability of **\$3 million** per claim or occurrence and **\$3 million** annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

## B. ENDORSEMENTS

### 1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors,

officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**2. Waiver of Subrogation.**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**3. Primary Insurance.**

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the JPB.

**4. Separation of Insureds.**

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company as Additional Insureds shall not in any way affect the JPB's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the JPB in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**C. EVIDENCE OF INSURANCE**

**1. All Coverages.**

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide to Insurance Tracking Services, Inc. (ITS), the JPB's authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided by the CONTRACTOR under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The JPB Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:  
Peninsula Corridor Joint Powers Board  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

In addition, the CONTRACTOR shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.



## D. GENERAL PROVISIONS

### 1. Notice of Cancellation.

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:  
Peninsula Corridor Joint Powers Board  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

### 2. Acceptable Insurers.

All policies will be issued by insurers acceptable to the JPB (generally with a Best's Rating of A- 10 or better).

### 3. Self-insurance.

Upon evidence of financial capacity satisfactory to the JPB and CONTRACTOR's agreement to waive subrogation against the JPB respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

### 4. Failure to Maintain Insurance.

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the JPB property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

### 5. Claims Made Coverage.

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

### 6. Deductibles and Retentions.

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the JPB. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

DRAFT

## **EXHIBIT A: SCOPE OF SERVICES**

### **A. INTRODUCTION**

The On-Call Alternative Project Delivery Negotiation Support Services contract will provide support to the Agency in implementing Alternative Project Delivery methods, including Construction Manager General Contractor (CMGC) and other potential future alternative project delivery methods, such as Design Build, applied by the Agency.

The following scope of services present the Agency's general consideration for the required Services. The Proposer is encouraged to provide additional added value task suggestions based on its work with Owners delivering projects applying alternative project delivery methods.

### **B. SCOPE OF SERVICES AND DELIVERABLES**

CONSULTANT(s) shall provide Professional Services necessary to support the validation and oversight services supporting the Agency in their Pre-construction Phase Work prior to agreeing on the Total Contract Price (TCP) for the Construction Phase Work and issuing Notice to Proceed (NTP) to the CMGC Contractor (Contractor).

Scope of work may include, but is not limited to, the following types of tasks:

Provide the Independent Cost Estimate (ICE) at the 65 percent, 95 percent, and final design milestones, including addressing the Proposer's approach to:

- Create the production-based ICE based on quantities provided by the Designer
- Validate the Designer's major quantities to prepare the ICE
- Conduct ICE Quality Assurance/Quality Control procedures
- Complete cost estimate review and reconciliation between the three Project estimates; the ICE, the Designer's Engineer's Estimate, and the Contractor's draft and final TCP estimates

Support the Agency with its TCP negotiations at the 65 percent, 95 percent, and final design milestones.

- Provide 3<sup>rd</sup> party independent cost estimate using a contractor style built up method
- Reviewing TCP documentation provided by the Contractor to validate reasonableness of submitted TCPs.
- Providing written review comments resulting from the TCP reviews
- Participating in discussions with the Contractor to resolve discrepancies or differences noted in the TCP reviews.

- Support for evaluation and negotiation
  - General Conditions
  - Subcontractor bids
  - General Contractor's identified self-performed work
  - Allowances
  - Incentive programs
  - Risk table and programs
  - Insurance
  - Liquidated damages
  - Other commercial terms
  - Contract terms
- Review of CM/GC Open Book pricing to evaluate total contract price

Support the Agency in collaboration with the Designer and Contractor as they develop the Project Risk Register and develop the Risk Allocation and Mitigation Plan including risk-based cost assessment.

Reviewing, commenting, and validating the Contractor's Construction Phase Work planning, including but not limited to:

- Construction Phase schedule, staging, sequencing, phasing, and Contractor's updates to Primavera 6 CPM Schedules and Heavy Bid Estimating Estimates.
- Project Management Plan
- Conduct of Construction Plan
- Subcontracting and Management Plan
- Safety Management Plan
- Utility Relocation Plan

**EXHIBIT B: CONSULTANT'S PROPOSAL AND LABOR RATES**

## **EXHIBIT C: SBE REQUIREMENTS**

It is the policy of the Agency to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which SBEs and DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and services activities. To this end, the Agency has developed procedures to remove barriers to participation in the bidding and award process and to assist small and disadvantaged businesses to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Proposer will cooperate with the Agency in meeting these SBE commitments and objectives.

The AGENCY implements its DBE program in accordance with United States Department of Transportation (U.S. DOT) regulations, and no contract-specific DBE participation goal has been established for this Agreement. However, CONSULTANT must cooperate with the AGENCY in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE's participation do not exist.

### **1. SBE POINT PREFERENCE**

The Agency has established a contract specific SBE point preference of five points. The point preference will be granted to Proposers that are either (1) an SBE; or (2) committed to subcontracting with one or more certified SBEs.

Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with proposal evaluation scoring to determine the highest ranked Proposer. Each Proposer must provide the **Form 7 SBE Preference Form** with their proposal to receive a point preference. If a Proposal fails to submit this form, no SBE preference points will be added to the evaluation of the proposal.

### **2. SBE EVALUATION**

The Office of Civil Rights (OCR) shall review all the information submitted by Proposers in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE point preference requirements for award of a contract to the Proposer. The Proposers shall cooperate with OCR if a request for additional information is made during this evaluation process.

### **3. ASSURANCE**

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the Agency, the Consultant hereby makes the following assurance and agrees to include this assurance in any contracts it makes with Subconsultants in the performance of this Agreement:

“The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the Consultant or sub-consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Consultant from future bidding as non-responsible.”

By entering into the Agreement, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms.

#### **4. AVAILABLE SBE/DBE RESOURCES**

The Agency recognizes SBE certifications performed by the following:

- A. DBE pursuant to U.S. DOT regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program. A statewide directory of DBEs is available at <https://caltrans.dbesystem.com>.
- B. Small Business Administration (SBA) 8(a) provided that a firm’s average annual gross receipts do not exceed the cap of \$30.4 million.
- C. Small Business certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
- D. All Microbusiness (MB) certifications by the DGS for ALL industries.
- E. SBE certification by the Santa Clara Valley Transportation Authority.
- F. SBE certification by the Los Angeles County Metropolitan Transportation Authority.

#### **5. SBE ELIGIBILITY**

To participate as an eligible small business, a firm must meet both of the following requirements:

- A. A firm (including affiliates) must be an existing small business as defined by SBA regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- B. Even if your firm meets the above requirement, your firm’s (including affiliates’) average annual gross receipts over the previous three years cannot exceed a maximum cap of \$30.4 million.

Note: SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$30.4 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$30.4 million, for example, is ineligible to participate as a small business on Agency' contracts. Please verify a firm's industry size standard by visiting SBA at: <http://www.sba.gov/content/determining-size-standards>.

## **6. COUNTING SBE PARTICIPATION**

SBE participation shall be counted and enforced in accordance with Title 49 CFR Part 26 and the Agency's DBE Program. SBE participation includes that portion of the Agreement actually performed by a certified SBE with its own forces. SBEs may participate as a consultant, subconsultant, joint venture partner, vendor or supplier of materials or services required by the Agreement. An SBE's participation can only be counted if it performs a commercially useful function on the Agreement. An SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The Consultant shall determine the amount of SBE participation for each SBE performing work on the Agreement in terms of the percentage of the total Agreement amount. The Consultant shall also determine the total amount of SBE participation for the entire Agreement. The Consultant shall count SBE participation according to the following guidelines:

### **A. SBE Consultant**

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Consultant.

### **B. SBE Subconsultant**

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Consultant, and reasonable fees and commissions charged for the services.



Do not count any work subcontracted by an SBE to another firm as SBE participation by said SBE. If the work has been subcontracted to another SBE, it will be counted as SBE participation for that other SBE.

C. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or, if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

D. SBE Manufacturer

Count 100% of the costs of materials and supplies obtained from an SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a Consultant or Subconsultant.

E. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates, or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement, and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether an SBE is a prime Consultant or Subconsultant.

F. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

G. SBE Trucking Company

Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the Agreement. Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from

a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

## **7. CONTRACT COMPLIANCE**

### **A. Substitution of Subconsultants**

The Consultant shall not terminate an SBE Subconsultant at any tier without prior written consent from the Agency. The Consultant shall notify OCR in writing of its intention to substitute an SBE Subconsultant before any substitution of an SBE Subconsultant takes place. The Consultant must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The Consultant shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains prior written consent. Unless prior consent is given, the Consultant shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

### **B. Change to a Firm's SBE Status**

If an SBE Subconsultant is either decertified as an SBE or a Subconsultant is certified as an SBE during the life of the Contract, such Subconsultant shall notify the Consultant in writing with the date of decertification or certification. The Consultant shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

### **C. Prompt Payment to Subconsultants**

The Consultant shall pay any Subconsultants approved by the Agency for work that has been satisfactorily performed no later than seven calendar days from the date of Consultant's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the Consultant, make prompt and regular incremental inspections and approvals of portions of the work and, promptly release retainage to the Consultant based on these inspections and approvals. The Agency's incremental approvals and release of a portion of the retainage under this section does not constitute Acceptance of the work.

Within seven calendar days after the Agency has made a retainage payment to the Consultant, the Consultant shall release to any Subconsultant, who has satisfactorily completed work covered by the Agency's inspection and approval, the retainage owed to the Subconsultant for such work. For purposes of this section, a Subconsultant's work is satisfactorily completed when the Consultant certifies to the Agency that all the tasks called for in the subcontract related to the work covered

by the Agency's incremental inspection and approval have been satisfactorily completed.

Any delay or postponement of payment by the Consultant to a Subconsultant may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the Consultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultants in the event of a dispute involving late payment or non-payment by the Consultant; deficient Subconsultant performance; and/or noncompliance by a Subconsultant. This clause applies to all Subconsultants. In the event Consultant does not make progress payments or release retentions to the Subconsultant in accordance with the time periods specified herein, the Consultant will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

The Consultant shall cooperate with the Project Manager or the Resident Engineer and OCR to identify, report and effectuate the prompt and regular approvals of the work.

#### D. Monthly Electronic Reporting Requirements

The Consultant shall maintain records of all subcontractor participation in the performance of the contract. This includes subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

The Consultant is required to report payments to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (Subconsultants) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the Consultant and prompt payments made by the Consultant to its Subconsultants. The Consultant and every Subconsultant will receive payment notifications via email. The Consultant must report a payment made to Subconsultant(s) within five calendar days of an email notification. The Subconsultant(s) must confirm receipt of payment from the Consultant within five calendar days of an email notification.

It is the Consultant's responsibility to ensure that Subconsultant(s) confirm payments in the System in accordance with the requirements set forth above.

If the Consultant fails to comply with the monthly electronic reporting requirements within the time period required in this section and has not received written approval for an extension, the Consultant agrees to pay a sum of \$50 each day the monthly report is late as liquidated damages. The amount of liquidated damages is not a

penalty and covers reasonable damages that the Agency will sustain, and which are impractical to determine in advance. The Agency may deduct the amount of liquidated damages from monies due to the Consultant.

E. SBE Outreach Efforts for Work Directive Proposals

The Consultant agrees to make its best efforts to encourage SBE participation on each Work Directive (WD) issued pursuant to this Contract. In each WD proposal, the Consultant shall:

- 1) Identify any Subconsultants, including SBEs or DBEs, to perform work on the WD by submitting an updated **Form 5: Designation of Subconsultants**; and
- 2) If Subconsultants are used, submit a narrative summary of the SBE outreach efforts the Consultant performed to encourage SBE participation on the WD, and information regarding the Consultant's communications and negotiations with SBE firms, if applicable.

**8. ADMINISTRATIVE REMEDIES**

In the event the Consultant fails to comply with the SBE requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Agreement retentions, imposition of liquidated damages, and termination of the Agreement in whole or in part.

**END OF SBE REQUIREMENTS**

## **EXHIBIT D: WORK DIRECTIVES**

Work Directives (WDs) will be issued to the Consultant at any time during the contract period of performance. Award of WDs will be based on the technical superiority of a Consultant's proposal in response to a WD Proposal Request. Services are to be provided on an as needed basis throughout the term of the contract and services must be completed within the period specified in the WD. Performance of under issued WDs must be completed within the term of the Agreement.

The Services to be furnished by the Consultant may vary according to the Agency's needs. The actual services to be provided shall be described in specific WDs. Each WD will contain a period of performance specific to the WD. The Agency expressly reserves the right to contract for performance of services with other consultant(s). There is no guaranteed minimum level of effort to be expended or compensation to be paid under this RFP.

Organizational conflicts of interest, if any, will be assessed at the WD level. Consultant shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under WDs. It is the Consultant's responsibility to assure that no organizational conflicts of interest exist. If the Consultant has a conflict of interest, real or apparent; it will not be allowed to provide services for those projects.

### **A. Issuance:**

As needs arise, the Agency will issue a WD Proposal Request. Consultant is responsible for preparing and submitting a WD Technical and Cost Proposal within **ten (10) calendar days** of Consultant's receipt of Agency's request or by the due date as indicated in the specific WD Proposal Request. Upon review, negotiation (if any), and approval by the Agency Project Manager (or designee) of Consultant's WD Technical and Cost Proposal, the Agency will issue a WD.

If a DBE goal has been assigned to a WD Proposal Request, Consultant shall meet the DBE goal in its proposal or shall document that it has made sufficient good faith efforts to meet the goal. The Agency will evaluate the Consultant's good faith efforts to meet the DBE goal before a work directive is authorized. Good faith efforts may include the following:

- Advertising or other outreach to seek DBEs.
- The solicitation of proposals from DBEs.
- The selection of types and units of work for DBEs to participate in.
- Reasons and other evidence why DBEs were rejected for the WD.
- Efforts to help DBEs participate in the WD, such as loan assistance, reduction in insurance requirements, etc.
- Contacting minority or women trade or other organizations to seek DBEs.

- Other data to support a demonstration of good faith efforts.

If a Consultant fails to meet a DBE goal on a WD proposal request and also fails to demonstrate that good faith efforts were made to meet the goal, the Consultant may be denied the award of the WD and the Consultant shall be afforded a reconsideration hearing.

## **B. Amendments and Compensation:**

WDs are governed by the terms and conditions of the contract, and by any other specific terms and conditions identified in the WD. Such additional terms and conditions, if any, will be identified in the WD Proposal Request. Work will be authorized by the Agency through the issuance of a WD.

**Work performed by the Consultant prior to issuance of a WD is understood to be at-risk, and Consultant may not be reimbursed for said work.**

### WD Amendments:

Any addition to, reduction of, and/or other revision of the scope of work for a WD that is approved by the Agency requires a WD Amendment. A WD Proposal Request (WDPR) for the Amendment will be issued to WD Consultant by the Agency. Consultant is responsible for preparing and submitting a WD Technical and Cost Proposal within **ten (10) calendar days** of Consultant's receipt of Agency request or by the due date as indicated in that specific WD Proposal Request. The Agency reserves the right to determine in its sole discretion if completion of the WD amendment is needed. **Performance of work related to additional scope by the Consultant prior to authorization to perform such work by the Agency is understood to be at-risk, and Consultant may not be reimbursed for said work.**

### WD Compensation and Rates:

WD cost will be based on rates established in the underlying contract, and the time and deliverable requirements in the WD. WDs will be issued on either a Not to Exceed (NTE), Firm-Fixed Price (FFP), Cost Plus Fixed Fee with a ceiling (CPFF) expenses, and/or Specified Rates of Compensation (SROC), depending on the WD scope of services. WD estimated total cost amounts will be negotiated based on estimated labor hours and previously approved Position Title and/or Labor Categories and other rates set forth in Consultant's Cost Proposal to this RFP and as set forth in each WD Technical and Cost Proposal. WDs may vary significantly in size. For example, one Work Directive may be for NEPA/CEQA clearance efforts while another Work Directive may be for providing a single support staff person (i.e., transportation planner) to a project for a limited duration of time.

Compensation is further described in **Section 8, Appendices, Appendix B, Section 5** “Compensation”, of this RFP.

### **C. WD Reporting and Invoicing:**

If required by a WD’s scope of work, the Consultant shall submit to the Agency an Earned Value Report within **seven (7) business days** after the end of the billing period. These reports shall contain the task/sub-task as set forth in the WD and will include, at a minimum, a description of all work performed within the reporting period; and the planned, forecasted, earned and actual costs for the reporting period and cumulative to date. The reporting period shall be identical to the billing period established for the work.

The report shall include a narrative status report containing work accomplished to date and a forecast for work to be completed within the billing period. The narrative report shall note significant milestones achieved. This report shall be supplied to the Project Manager (PM) and shall also be attached to the appropriate corresponding invoice. Consultant is required to submit invoices for services performed no later than **thirty (30) days** after the close of the calendar month in which such costs were incurred. Failure to submit invoices in a timely manner may result in the Agency rejecting such invoices.

The report will cover activities performed on all open WDs during the billing period and shall address the following topics:

- Summary of key issues, trends and risks which shall include identification of potential cost/schedule overruns including the reasons for such impact and the mitigation measures proposed. The summary shall also describe any outstanding responses that the Consultant has requested from the Agency or a 3<sup>rd</sup> Party Agency that may potentially impact the cost or schedule of the work;
- Summary of deliverables that includes a table showing original, revised forecast and actual dates for each deliverable. Any actual or revised forecast dates that deviate from the original plan shall be accompanied by an explanation of the causes for such deviations;
- Identify any WD Proposals or Amendments in process;
- Identify any out-of-scope work; and
- Compare the percent billing to percent work complete.

### **D. Meetings:**

The Agency and Consultant shall meet quarterly or at a time period as mutually agreed upon to review Consultant’s performance under specific WDs and/or the contract.

### **E. Agency’s Rights:**

Although it is the Agency's intention to satisfy its Services needs by contracting with Consultant, the Agency's expressly reserves the right to contract for future Services with other firms for projects that may arise. Such Services will be obtained through a

separate competitive solicitation, and the Agency's shall solely determine how such specific projects will be awarded.

**F. Consultant's Key Personnel:**

Consultant shall be responsible for the management of technical and administrative personnel used for each WD. Each WD will identify Agency staff representative as WD Manager and/or Project Manager. Consultant shall be responsible for any errors and omissions and is financially responsible to cover the cost of any and all deficient work resulting from the Consultant's errors and omissions, including re-performance of the work.

**~ END OF WORK DIRECTIVES ~**



## **EXHIBIT E: FEDERAL CLAUSES**

In its performance of the Contract, Contractor will comply with all of the applicable Federal Transit Administration (FTA) clauses identified below, as indicated by a checked box next to the clause title.

**DEFINITIONS.**

**1. FLY AMERICA REQUIREMENTS.**

**2. ENERGY CONSERVATION.**

**3. RECYCLED PRODUCTS.**

**4. CARGO PREFERENCE REQUIREMENTS.**

**5. ACCESS TO RECORDS AND REPORTS.**

**6. FEDERAL CHANGES.**

**7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**

**8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**

**9 CIVIL RIGHTS REQUIREMENTS.**

**10. SAFE OPERATION OF MOTOR VEHICLES.**

**11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

**12. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**

**13. TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.**

**14. VETERANS PREFERENCE.**

**15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.**

**16. LOBBYING.**

- 17. CLEAN WATER AND AIR REQUIREMENTS
- 18. BUY AMERICA REQUIREMENTS.
- 19. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.
- 20. ACCESSIBILITY
- 21. BUS TESTING.
- 22. DAVIS-BACON ACT REQUIREMENTS.
- 23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
- 24. SEISMIC SAFETY.
- 25. CHARTER SERVICE OPERATIONS.
- 26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS
- 27. SCHOOL BUS OPERATIONS.
- 28. SUBSTANCE ABUSE REQUIREMENTS.
- 29. DOMESTIC PREFERENCES FOR PROCUREMENTS.

**DEFINITIONS.** The following definitions apply to these federal terms and conditions:

- a. "Bid" means bid, proposal, or offer.
- b. "Bidder" means bidder, proposer, or offeror.
- c. "Contract" means the agreement to which these Federal Terms and Conditions apply.
- d. "Contractor" means the person or entity named in the Purchase Order, Bid, Proposal or Contract to which these Federal Terms and Conditions apply.
- e. "FTA" means the Federal Transit Administration.
- f. "Agency" means the Peninsula Corridor Joint Powers Board.
- g. "U.S. DOT" means United States Department of Transportation.

**CLAUSES**

1. **FLY AMERICA REQUIREMENTS.** The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.
2. **ENERGY CONSERVATION.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*
3. **RECYCLED PRODUCTS.** The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.
4. **CARGO PREFERENCE REQUIREMENTS.** The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Agency (through the Contractor in the case of a subcontractor’s bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

5. **ACCESS TO RECORDS AND REPORTS.** Contractor must provide all authorized representatives of the Agency, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are related to performance of this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until the Agency, 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.
6. **FEDERAL CHANGES.** Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (29) dated February 7, 2022 [NOTE: This is updated annually]) between the Agency and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract.
7. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.
8. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**
  - a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining

- to the underlying Contract or the FTA assisted project for which this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor, to the extent the Federal Government deems appropriate.
  - c. The Contractor 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 will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

## **9. CIVIL RIGHTS REQUIREMENTS.**

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
  - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive

Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the performance of the Contract. The Contractor 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, the Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

10. **SAFE OPERATION OF MOTOR VEHICLES.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the Agency. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or

a privately-owned vehicle when on official business in connection with the work performed under this Contract.

**11. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the Agency requests which would cause the Agency to be in violation of the FTA terms and conditions.

**12. NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.**

A. The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Agreement, this Agreement and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The Contractor further agrees to promptly notify Agency of any matter described above that relates to this Agreement or any other federally assisted agreement between the Contractor and Agency.

"Knowledge," as used in this section, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or

other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the Contractor's possession.

"Promptly," as used in this section, means to refer information without delay and without change.

B. The Contractor agrees to include the above clause in all subcontracts entered into for the performance of this Agreement. It is further agreed that the above clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

13. **TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.** The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).
14. **VETERANS PREFERENCE.** To the extent practicable, the Contractor agrees that it and its subcontractors:
- a. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the requisite skills and abilities to perform the construction work required



under a third party contract in connection with a capital project supported with funds appropriated or made available for 49 U.S.C. chapter 53, and

- b. Will not be required to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

- 15. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.** This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Agency. If it is later determined by the Agency that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 16. LOBBYING.** Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying

contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the Agency. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. The Agency is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.

17. **CLEAN WATER AND AIR REQUIREMENTS.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The Contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.
18. **BUY AMERICA REQUIREMENTS.** The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. All bidders or proposers must submit the appropriate Buy America certification to the Agency with their bids or proposals, except those subject to a general waiver. Proposals that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.
19. **PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS.** Contractor agrees to comply with pre-award and post-delivery requirements set forth in 49 U.S.C. § 5323(m) and FTA's implementing regulations at 49 C.F.R. Part 663. Contractor must submit the following certifications with its bid:
  - a. **Pre-Award Buy America Certification:** The Contractor must complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Contractor certifies compliance with Buy America, it must submit documentation which lists (1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

- b. Pre-Award Solicitation Specifications Certification: The Contractor shall submit evidence that is capable of producing rolling stock that meets the Agency's specifications set forth in the solicitation.
  - c. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor must submit evidence of (1) the manufacturer's self-certification sticker information that the vehicle complies with applicable FMVSS in 49 CFR Part 571, as may be amended, or (2) the manufacturer's self-certification statement that the vehicle is not subject to the FMVSS in 49 CFR Part 571, as may be amended.
20. **ACCESSIBILITY**. The Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC § 12101 et seq.; section 504 of the Rehabilitation Act of 1973, as amended; 29 USC § 794; 49 USC § 5301(6); 49 CFR Parts 27, 37, 38, and 39 and any implementing requirements and regulations FTA may issue. These regulations provide that no handicapped individual, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity included in or resulting from this Agreement.
21. **BUS TESTING**. The Contractor [Manufacturer] agrees to comply with 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:
- a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration must provide a copy of the final test report to the Agency at a point in the procurement process specified by the Agency which will be prior to the Agency's final acceptance of the first vehicle.
  - b. A manufacturer who releases a report under paragraph (a) above shall provide notice to the operator of the testing facility that the report is available to the public.
  - c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Agency prior to the Agency's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
  - d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and

is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

## **22. DAVIS-BACON ACT REQUIREMENTS.**

### **a. Minimum wages**

- i. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Contract (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section I (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection (A)(4) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which such work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (A)(4) of this section) and the Davis-Bacon poster (WH- 1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- iii. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- iv. (a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.  
  
(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.  
  
(c) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage

rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsections (A)(4)(b) or (c) of this Section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

b. Withholding - The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records

i. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b)(2)(B) of the Davis-Bacon Act), daily

and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Agency for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Agency if the agency is a party to the contract, but the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this Section.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

iii. The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.



d. Apprentices and trainees

- i. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable

predetermined rate for the work performed until an acceptable program is approved.

- ii. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- e. Compliance with Copeland Act requirements - The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- f. Subcontracts - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses

- as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower subcontractor with all the contract clauses in 29 CFR 5.5.
- g. Contract termination: Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
  - h. Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
  - i. Disputes Concerning Labor Standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
  - j. Certification of eligibility
    - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - ii. No part of this Contract shall be subcontracted to person or firm ineligible for an award of a government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
    - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** In accordance with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the United States Department of Labor regulations at 29 C.F.R. part 5, the following requirements apply to all laborers and mechanics employed by the Contractor or subcontractor in the performance of any part of the work under the Contract, including watchmen, guards, and workers performing services in connection with dredging or rock excavation. (40 U.S.C.A. § 3701)

- a. Overtime Requirements – Neither the Contractor nor its subcontractors may permit any laborer or mechanic in any workweek in which he or she is employed on such work under this Contract to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation, Liability for Unpaid Wages, Liquidated Damages – In the event of any violation of the clause set forth in paragraph A of this Section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this Section in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph A of this Section.
- c. Withholding for Unpaid Wages and Liquidated Damages – Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by Contractor under any such contract or any other Federal contract with Contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this Section.
- d. Subcontracts – The Contractor shall insert in any subcontract the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.
- e. Payrolls and Basic Records – Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits

or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and shall also maintain records that show the costs anticipated or the actual cost incurred in providing such benefits. Should the Contractor employ apprentices or trainees under approved programs, it shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- f. Occupational Safety and Health Act – The Contractor agrees to comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 333, and applicable DOL regulations, “Safety and Health Regulations for Construction”, 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor also agrees to include the requirements of this Subsection F in each subcontract. The term “subcontract” under this Subsection is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this Section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials that will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this Section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

- 24. SEISMIC SAFETY.** The Contractor 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 (DOT)

Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

**25. CHARTER SERVICE OPERATIONS.** The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**26. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS.** The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on

the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

- c. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

27. **SCHOOL BUS OPERATIONS**. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.
28. **SUBSTANCE ABUSE REQUIREMENTS**. Agency adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for "safety-sensitive" employees. Pursuant to these regulations, the Agency requires that contractors who "stand in the shoes" of the Agency are subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees. Contractor is required to comply fully with all DOT and FTA regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor's policy, testing program and training must comply with these regulations: 49 CFR Part 655, ("Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations") and 49 CFR Part 40, ("Procedures for Transportation Workplace Drug and Alcohol Testing Procedures").

The Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for the Agency to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify the Agency's Risk Administrator immediately of any violation of the regulations or failure to test.

Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

If the Contractor utilizes their own pre-established program or a third party administrator's, Contractor must fully cooperate with the Agency in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that the Agency requires of Contractor. Contractor further agrees to annually certify its compliance with Part 655 by December 1st and to submit the Management Information Systems ("MIS") reports before March 1st (for the prior calendar year) to the Agency. Contractor agrees that all records produced and maintained in the performance of the program are subject to review by the Agency in a facility not more than 100 miles away. Further, Contractor may be required to submit quarterly MIS reports to the Agency.

If the Contractor is included in the Agency's Random Testing Program, the Contractor is not released from all other DOT regulations such as: adhering to DOT's hiring requirements, including making inquiries of past DOT-regulated employers and pre-employment testing; conducting reasonable suspicion and post-accident testing when warranted; and training safety-sensitive employees and their supervisors for the requisite time required by law. Contractor agrees to timely notify the Agency with names of their safety-sensitive employees, including any additions or deletions during the contract term.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor's substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by the Agency, may result in the contract being terminated for default.



29. **DOMESTIC PREFERENCES FOR PROCUREMENTS**. Pursuant to 2 CFR § 200.322, the Contractor should, to the greatest extent practicable under this Agreement and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor must include this requirement in agreements with subcontractors, including all contracts and purchase orders for work or products under this Agreement.

**AGREEMENT BETWEEN**  
**THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)**  
**AND**  
**HDR ENGINEERING, INC. (CONSULTANT)**

**AGREEMENT SUMMARY<sup>1</sup>**

**Board of Directors' Date of Award:** October 3, 2019

**Resolution Number:** 2019-35

**Effective Date of Agreement:** December 1, 2019

**Services to be Performed (Section 1):** On-Call Environmental Planning,  
Permitting and Support Services

**Term of Agreement (Section 3):**

Five-year base term, with up to two, one-year option terms

Five-Year Base Term: December 1, 2019 – November 30, 2024

Two, One-Year Option Terms December 1, 2024 – November 30, 2026

**Consultant's Key Representative (Section 4):**

Name: Cathy LaFata, AICP CTP

Title: Contract/Project Manager

E-mail: Cathy.LaFata@hdrinc.com

Phone: (510) 368-9517

Mailing Address: HDR Engineering, Inc.  
100 Pringle Ave, Suite 400,  
Walnut Creek, CA 94596

**Compensation (Section 5):** Board approved not-to-exceed, aggregate amount of \$7,000,000 for the base term, and \$1,750,000 per one-year option term to be shared as a pool with other awarded firms.

<sup>1</sup>This Summary is provided for convenience only, and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

This AGREEMENT for On-Call Environmental Planning, Permitting and Support Services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and HDR Engineering, Inc. (CONSULTANT), a Nebraska Corporation with offices located at 100 Pringle Ave., Suite 400, Walnut Creek (the Parties).

## 1. SCOPE OF SERVICES

This is an Agreement to provide environmental planning, permitting and support services (Services). The CONSULTANT agrees to provide these Services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of consultants with special expertise in providing; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services will consist of the services set forth in the Request for Proposals dated May 14, 2019, attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT's written proposal dated June 14, 2019, attached hereto and incorporated herein as Exhibit B-1.

## 2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- a) This Agreement
- b) Work Directives, if applicable
- c) Exhibit A, Request for Proposals
- d) Exhibit B, CONSULTANT's Cost Proposal/Labor Rates (negotiated)
- e) Exhibit B-1, CONSULTANT's Proposal
- f) Exhibit C, Insurance Requirements

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## 3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year base term commencing on December 1, 2019 through November 30, 2024, with up to two additional one-year option terms commencing on December 1, 2024 through November 30, 2026, if

exercised. The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

The AGENCY reserves the right, in its sole discretion, to exercise up to two one-year option term(s) to extend the Agreement, pursuant to the terms of Section 5, Compensation. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with Section 22 of this Agreement.

#### **4. CONSULTANT'S REPRESENTATIVE**

At all times during the term of this Agreement, Contract/Project Manager, Cathy LaFata or designee will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

#### **5. COMPENSATION**

The CONSULTANT agrees to perform the services to be specified in each Work Directive. Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in Exhibit B.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guarantee of any particular amount of compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed **\$7,000,000** and a not-to-exceed aggregate amount of **\$1,750,000** per option term if exercised. The AGENCY will pay the CONSULTANT in accordance with Section 6.

## 5.1. GENERAL

Compensation for each WD performed under the Agreement will be Specified Rates of Compensation (SRC), Not-to-Exceed, Firm Fixed Price (NTE-FFP) or Cost plus Fixed-Fee with a ceiling (CPFF).

WD pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. 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 AGENCY.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT, upon its written request and receipt of AGENCY's written approval, may adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the AGENCY, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

Fixed Fees shall be agreed to prior to the signing of the Agreement and shall apply and remain fixed throughout the life of the Agreement.

## 5.2 COST OF WORK

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

## 5.3 DIRECT LABOR

### 5.3.1 GENERAL

**Direct Labor Rates** shall be as set forth in Exhibit B to this Agreement and shall **stay in effect for the first year of the Agreement**. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.205-6.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, CONSULTANT, and subconsultants, shall submit a written request to the Contract Administrator or Procurement Administrator, as applicable, and provide the person's name, job title, current actual rates, and resume, for review and approval.

### 5.3.2 STRAIGHT TIME

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

### 5.3.3 OVERTIME

The AGENCY will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the AGENCY has approved the overtime, in writing, prior to the incurring of said overtime.

## 5.4 CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

### 5.4.1 GENERAL

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's, and subconsultants', home office and AGENCY-furnished field office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B, CONSULTANT's Cost Proposal/Labor Rates.

### 5.4.2 PAYROLL BURDEN

CONSULTANT and THE AGENCY agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultant's, as compensation for said costs, as set forth below. "Payroll Burden" is defined as: The cost of all employment taxes, CONSULTANT's, and subconsultant's, portion of social and retirement charges and contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not

limited to, the CONSULTANT's, and subconsultant', cost of owner-required insurance.

#### 5.4.3 EMPLOYEE BENEFITS

"Employee Benefits" for CONSULTANT's, and subconsultant's, employees is defined as: The cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans.

#### 5.4.4 INDIRECT COSTS (OFFICE OVERHEAD)

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY. These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon AGENCY written approval.

5.4.4.1 CONSULTANT and subconsultants Home Office Overhead rate shall apply to personnel assigned in CONSULTANT's and subconsultant's Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e., other comparable public agency contract rates) to the AGENCY to review for acceptance. The AGENCY will have the final decision as to what is acceptable.

5.4.4.2 AGENCY-Furnished Field Office Overhead rate shall apply to CONSULTANT's, and subconsultant's, personnel assigned to an AGENCY-Furnished Field Office on a full-time basis, for a period of at least 12 months. As these rates cannot be pre-determined by audit, the AGENCY reserves the right to negotiate this rate for each firm.

#### 5.5 MAXIMUM FIXED FEES (PROFIT)

##### 5.5.1 GENERAL

**Maximum Fixed Fee percentages shall apply throughout the life of the Agreement.** The CONSULTANT's fixed fee amount for each Work Directive may be negotiated on an individual work directive basis. Said fixed fee amount shall not

be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under a Work Directive.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the AGENCY shall not exceed:

- **Environmental Planning Support Services – Six Percent (6%)**
- **Consultant Support Services – Four Percent (4%) \***

*An example of “Consultant Support Services” is when CONSULTANT or subconsultant provides personnel to the AGENCY, through this Agreement, and works as support to the AGENCY on a daily (full-time) basis under AGENCY direction, at AGENCY locations and utilizing AGENCY office furnishings and supplies.*

*\*Fees for Consultant Support WD’s are only paid for actual time worked (Level of Effort)*

## 5.6 OTHER DIRECT COSTS (ODC’s)

### 5.6.1 GENERAL

Other Direct Costs, including subconsultant’s WDs, shall be proposed at cost with a ZERO Percent (0%) markup.

### 5.6.2 ALLOWABLE ODC’S

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blue print services and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by the AGENCY. Supporting documentation is required for reimbursement of **all** ODC’s.

### 5.6.3 SUBCONSULTANTS

With regard to subconsultants, the AGENCY will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with ZERO Percent (0%) markup. The CONSULTANT may be compensated for initial, or one- time, charges incurred in establishing a WD or for pre-approved administration charges.

### 5.6.4 Limitations on Direct Costs - The following are limitations:

- (1) Vehicles - If applicable and approved by the AGENCY, rental



vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - **All** travel and relocation related plans must be approved in writing by the AGENCY prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by the AGENCY will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to AGENCY-furnished field office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to demobilization travel from the CONSULTANT's dedicated project office or from AGENCY-furnished field office for CONSULTANT and subconsultant personnel who have been permanently assigned to the project. Individuals assigned from domestic locations shall be eligible for up to the cost of returning to the original domestic location. Individuals assigned from international locations shall be eligible for the cost of relocating to the CONSULTANT's or subconsultant's domestic home office or to another domestic location, whichever is less.

- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to and from the Project Site, to and from AGENCY's consultants and suppliers, or to and from other locations approved by the AGENCY. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at the AGENCY's central or field offices.

#### 5.6.5 Unallowable ODC'S

The following ODC's are not allowable unless they are authorized by prior written approval of the AGENCY's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.

- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring and operating dedicated project vehicles.
- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the AGENCY at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the AGENCY's authorized representative.

#### 5.7 Maximum Compensation Amount

There is no guarantee of any particular amount of compensation to CONSULTANT under this Agreement. However, the maximum aggregate compensation that the AGENCY has authorized to be expended for the base contract for this Agreement will not exceed an aggregate amount of **\$7,000,000**, excluding options, and excluding the value of other, standalone, AGENCY-awarded contracts developed and/or managed by the CONSULTANT. A maximum not-to-exceed amount as set forth in the WD shall apply for each WD. The AGENCY shall have the option to exercise up to two, additional one-year option terms, with a maximum aggregate not-to-exceed amount of **\$1,750,000** for option term, if it is in the best interest of the AGENCY.

A maximum not-to-exceed amount as set forth in the WD shall apply for each WD. Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual WD for the services performed under such WD without issuance of a written Amendment to such WD by the AGENCY's Contract Administrator or Procurement Administrator, as applicable.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the WD, CONSULTANT shall notify the AGENCY immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the WD. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the WD shall be at CONSULTANT's own risk.

#### 5.8 Flow Down

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by the AGENCY.

### 6. MANNER OF PAYMENT

The CONSULTANT must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, contract number **19-J-P-072A**, purchase order number and the AGENCY Project Manager or Contract Administrator name. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY will provide written notice to the CONSULTANT within 10 business days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to:  
**AccountsPayable@samtrans.com**

## 7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager or designee, and the CONSULTANT's Contract Manager, Project Manager or designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: JPB Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: HDR Engineering, Inc  
Attn: Cathy LaFata, AICP CTP,  
100 Pringle Ave, Suite 400,  
Walnut Creek, CA 94596

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of

or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s General Manager/CEO or designee.

## **10. USE OF SUBCONTRACTORS/SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and the AGENCY will have no obligation to them.

## 11. CHANGES

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in nonpayment of the invoices reflecting such work.

## 12. RESPONSIBILITY: INDEMNIFICATION

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

### **13. INSURANCE**

Refer to EXHIBIT C, appended hereto, for the Insurance Requirements.

### **14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

### **15. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

### **16. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

### **17. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's Executive Director, or such person or persons as he will designate in writing from time to time, will represent and act for the AGENCY.

### **18. WARRANTY OF SERVICES**

**A.** CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable environmental planning firms at the time the services are rendered. In addition, CONSULTANT will provide such specific warranties as may be set forth in Work Directives as agreed upon by the Parties.

**B.** In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the

AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:

- a) The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
- b) The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
- c) The right to terminate the Agreement for default.

C. CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

## 19. CLAIMS OR DISPUTES

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the



AGENCY, and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **20. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **21. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## 22. TERMINATION

**A. Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

**B. Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within seven (7) calendar days. If the CONSULTANT cures the default within the cure period, but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of

termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **23. LIQUIDATED DAMAGES**

Not applicable.

### **24. PREVAILING WAGE**

Not applicable.

### **25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit the AGENCY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

### **26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT will

carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT will obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

## **27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, gender identity, sexual orientation, age (over 40), marital status, pregnancy, medical condition, genetic information, or disability as specified in federal, State, and local laws. The CONSULTANT will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **28. CONFLICT OF INTEREST**

**A. General.** Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the

performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**B. Organizational Conflicts of Interest.** CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of

interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

## **29. SUBSTANCE ABUSE PROGRAM**

Not applicable.

## **30. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

### **31. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

### **32. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

### **33. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the Parties.

### **34. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

### **35. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

### **36. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

### **37. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a

conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**HDR ENGINEERING, INC.**

Signature: E-SIGNED by Jim Hartnett  
on 2019-10-28 18:02:00 GMT  
Print: Jim Hartnett  
Title: Executive Director  
Date: October 28, 2019

Signature: E-SIGNED by Kenneth Jong  
on 2019-10-23 07:59:23 GMT  
Print: Kenneth E. Jong  
Title: Vice President  
Date: October 23, 2019

ATTEST:  
By: E-SIGNED by Dora Seamans  
on 2019-10-23 14:56:07 GMT  
Dora Seamans  
Agency Secretary

Signature: E-SIGNED by Laurie Vik  
on 2019-10-22 19:16:36 GMT  
Print: Laurie Vik  
Title: Assistant Secretary  
Date: October 22, 2019

APPROVED AS TO FORM:

By: E-SIGNED by Julie Sherman  
on 2019-10-17 16:42:16 GMT  
Julie A. Sherman  
Attorney for the Agency



**AGREEMENT BETWEEN**  
**THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)**  
**AND**  
**ICF JONES & STOKES, INC. (CONSULTANT)**

**AGREEMENT SUMMARY<sup>1</sup>**

**Board of Directors' Date of Award:** October 3, 2019

**Resolution Number:** 2019-35

**Effective Date of Agreement:** December 1, 2019

**Services to be Performed (Section 1):** On-Call Environmental Planning,  
Permitting and Support Services

**Term of Agreement (Section 3):**

Five-year base term, with up to two, one-year option terms

Five-Year Base Term: December 1, 2019 – November 30, 2024

Two, One-Year Option Terms: December 1, 2024 – November 30, 2026

**Consultant's Key Representative (Section 4):**

Name: Rich Walter

Title: Vice President

E-mail: Rich.Walter@icf.com

Phone: (510) 290-1860

Mailing Address: ICF Jones & Stokes, Inc.  
201 Mission Street, Suite 1500  
San Francisco, CA 94105

**Compensation (Section 5):** Board approved not-to-exceed, aggregate amount of \$7,000,000 for the base term, and \$1,750,000 per one-year option term to be shared as a pool with other awarded firms.

<sup>1</sup>This Summary is provided for convenience only, and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

This AGREEMENT for On-Call Environmental Planning, Permitting and Support Services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and ICF Jones & Stokes, Inc. (CONSULTANT), a Delaware Corporation with offices located at 201 Mission Street, Suite 1500, San Francisco (the Parties).

## 1. SCOPE OF SERVICES

This is an Agreement to provide environmental planning, permitting and support services (Services). The CONSULTANT agrees to provide these Services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of consultants with special expertise in providing; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services will consist of the services set forth in the Request for Proposals dated May 14, 2019, attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT's written proposal dated June 14, 2019, attached hereto and incorporated herein as Exhibit B-1.

## 2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- a) This Agreement.
- b) Work Directives, if applicable
- c) Exhibit A, Request for Proposals
- d) Exhibit B, CONSULTANT's Cost Proposal/Labor Rates (negotiated)
- e) Exhibit B-1, CONSULTANT's Proposal
- f) Exhibit C, Insurance Requirements

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## 3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year base term commencing December 1, 2019 through November 30, 2024, with up to two additional one-year option terms commencing on December 1, 2024 through November 30, 2026, if exercised. The

CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

The AGENCY reserves the right, in its sole discretion, to exercise up to two one-year option term(s) to extend the Agreement, pursuant to the terms of Section 5, Compensation. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with Section 22 of this Agreement.

#### **4. CONSULTANT'S REPRESENTATIVE**

At all times during the term of this Agreement, Vice President, Rich Walter or designee, will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

#### **5. COMPENSATION**

The CONSULTANT agrees to perform the services to be specified in each Work Directive (WD). Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in Exhibit B.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guarantee of any particular amount of compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed **\$7,000,000** and a not-to-exceed aggregate amount of **\$1,750,000** per option term if exercised. The AGENCY will pay the CONSULTANT in accordance with Section 6.

## 5.1. GENERAL

Compensation for each WD performed under the Agreement will be Specified Rates of Compensation (SRC), Not-to-Exceed, Firm Fixed Price (NTE-FFP) or Cost plus Fixed-Fee with a ceiling (CPFF).

WD pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. 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 AGENCY.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT, upon its written request and receipt of AGENCY's written approval, may adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the AGENCY, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

Fixed Fees shall be agreed to prior to the signing of the Agreement and shall apply and remain fixed throughout the life of the Agreement.

## 5.2 COST OF WORK

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

## 5.3 DIRECT LABOR

### 5.3.1 GENERAL

**Direct Labor Rates** shall be as set forth in Exhibit B to this Agreement and shall **stay in effect for the first year of the Agreement**. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.205-6.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, CONSULTANT, and subconsultants, shall submit a written request to the Contract Administrator or Procurement Administrator, as applicable, and provide the person's name, job title, current actual rates, and resume, for review and approval.

### 5.3.2 STRAIGHT TIME

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

### 5.3.3 OVERTIME

The AGENCY will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the AGENCY has approved the overtime, in writing, prior to the incurring of said overtime.

## 5.4 CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

### 5.4.1 GENERAL

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's, and subconsultants', home office and AGENCY-furnished field office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B, CONSULTANT's Cost Proposal/Labor Rates.

### 5.4.2 PAYROLL BURDEN

CONSULTANT and THE AGENCY agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultant's, as compensation for said costs, as set forth below. "Payroll Burden" is defined as: The cost of all employment taxes, CONSULTANT's, and subconsultant's, portion of social and retirement charges and contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not

limited to, the CONSULTANT's, and subconsultant's, cost of owner-required insurance.

#### 5.4.3 EMPLOYEE BENEFITS

"Employee Benefits" for CONSULTANT's, and subconsultant's, employees is defined as: The cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans.

#### 5.4.4 INDIRECT COSTS (OFFICE OVERHEAD)

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY. These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon AGENCY written approval.

5.4.4.1 CONSULTANT and subconsultants Home Office Overhead rate shall apply to personnel assigned in CONSULTANT's and subconsultant's Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e., other comparable public agency contract rates) to the AGENCY to review for acceptance. The AGENCY will have the final decision as to what is acceptable.

5.4.4.2 AGENCY-Furnished Field Office Overhead rate shall apply to CONSULTANT's, and subconsultant's, personnel assigned to an AGENCY-Furnished Field Office on a full-time basis, for a period of at least 12 months. As these rates cannot be pre-determined by audit, the AGENCY reserves the right to negotiate this rate for each firm.

#### 5.5 MAXIMUM FIXED FEES (PROFIT)

##### 5.5.1 GENERAL

**Maximum Fixed Fee percentages shall apply throughout the life of the Agreement.** The CONSULTANT's fixed fee amount for each Work Directive may be negotiated on an individual work directive basis. Said fixed fee amount shall not

be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under a Work Directive.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the AGENCY shall not exceed:

- **Environmental Planning Support Services – Six Percent (6%)**
- **Consultant Support Services – Four Percent (4%) \***

*An example of “Consultant Support Services” is when CONSULTANT or subconsultant provides personnel to the AGENCY, through this Agreement, and works as support to the AGENCY on a daily (full-time) basis under AGENCY direction, at AGENCY locations and utilizing AGENCY office furnishings and supplies.*

*\*Fees for Consultant Support WD’s are only paid for actual time worked (Level of Effort)*

## 5.6 OTHER DIRECT COSTS (ODC’s)

### 5.6.1 GENERAL

Other Direct Costs, including subconsultant’s WDs, shall be proposed at cost with a ZERO Percent (**0%**) markup.

### 5.6.2 ALLOWABLE ODC’S

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blue print services and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by the AGENCY. Supporting documentation is required for reimbursement of **all** ODC’s.

### 5.6.3 SUBCONSULTANTS

With regard to subconsultants, the AGENCY will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with ZERO Percent (0%) markup. The CONSULTANT may be compensated for initial, or one- time, charges incurred in establishing a WD or for pre-approved administration charges.

### 5.6.4 Limitations on Direct Costs - The following are limitations:

(1) Vehicles - If applicable and approved by the AGENCY, rental vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - **All** travel and relocation related plans must be approved in writing by the AGENCY prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by the AGENCY will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to AGENCY-furnished field office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to demobilization travel from the CONSULTANT's dedicated project office or from AGENCY-furnished field office for CONSULTANT and subconsultant personnel who have been permanently assigned to the project. Individuals assigned from domestic locations shall be eligible for up to the cost of returning to the original domestic location. Individuals assigned from international locations shall be eligible for the cost of relocating to the CONSULTANT's or subconsultant's domestic home office or to another domestic location, whichever is less.

- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to and from the Project Site, to and from AGENCY's consultants and suppliers, or to and from other locations approved by the AGENCY. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at the AGENCY's central or field offices.

#### 5.6.5 Unallowable ODC'S

The following ODC's are not allowable unless they are authorized by prior written approval of the AGENCY's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.



- Costs associated with leasing, maintaining, insuring and operating dedicated project vehicles.
- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the AGENCY at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the AGENCY's authorized representative.

#### 5.7 Maximum Compensation Amount

There is no guarantee of any particular amount of compensation to CONSULTANT under this Agreement. However, the maximum aggregate compensation that the AGENCY has authorized to be expended for the base contract for this Agreement will not exceed **an aggregate amount of \$7,000,000**, excluding options, and excluding the value of other, standalone, AGENCY-awarded contracts developed and/or managed by the CONSULTANT. A maximum not-to-exceed amount as set forth in the WD shall apply for each WD. The AGENCY shall have the option to exercise up to two, additional one-year option terms, with a maximum aggregate not-to-exceed amount of **\$1,750,000** for option term, if it is in the best interest of the AGENCY.

A maximum not-to-exceed amount as set forth in the WD shall apply for each WD. Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual WD for the services performed under such WD without issuance of a

written Amendment to such WD by the AGENCY's Contract Administrator or Procurement Administrator, as applicable.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the WD, CONSULTANT shall notify the AGENCY immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the WD. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the WD shall be at CONSULTANT's own risk.

#### 5.8 Flow Down

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by the AGENCY.

### 6. MANNER OF PAYMENT

The CONSULTANT must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, contract number **19-J-P-072B**, purchase order number and the AGENCY Project Manager or Contract Administrator name. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY will provide written notice to the CONSULTANT within 10 business days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to:  
**AccountsPayable@samtrans.com**

### 7. NOTICES

All communications relating to the day-to-day activities of the provided services will

be exchanged between the AGENCY's Project Manager or designee, and the CONSULTANT's Vice President, Project Manager or designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: JPB Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: ICF Jones & Stokes, Inc.  
Attn: Rich Walter, Vice President  
201 Mission Street, Suite 1500  
San Francisco, CA 94105

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s General Manager/CEO or designee.

## **10. USE OF SUBCONTRACTORS/SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and the AGENCY will have no obligation to them.

## **11. CHANGES**

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase

or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in nonpayment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

- A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or
- B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any

such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

### **13. INSURANCE**

Refer to EXHIBIT C, appended hereto, for the Insurance Requirements.

### **14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

### **15. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

### **16. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

### **17. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's Executive Director, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

### **18. WARRANTY OF SERVICES**

**A.** CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable environmental planning firms at the time the services are rendered. In addition, CONSULTANT will provide such specific warranties as may be set forth in Work Directives as agreed upon by the Parties.

**B.** In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:

- a) The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
- b) The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
- c) The right to terminate the Agreement for default.

C. CONSULTANT shall be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

## 19. CLAIMS OR DISPUTES

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY, and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **20. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **21. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## **22. TERMINATION**

**A. Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any



further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

**B. Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within seven (7) calendar days. If the CONSULTANT cures the default within the cure period, but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT'S actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for

or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **23. LIQUIDATED DAMAGES**

Not applicable.

### **24. PREVAILING WAGE**

Not applicable.

### **25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit the AGENCY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

### **26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs

of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. The CONSULTANT will obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

## **27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, gender identity, sexual orientation, age (over 40), marital status, pregnancy, medical condition, genetic information, or disability as specified in federal, State, and local laws. The CONSULTANT will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **28. CONFLICT OF INTEREST**

**A. General.** Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and California law that govern AGENCY’s employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**B. Organizational Conflicts of Interest.** CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

## **29. SUBSTANCE ABUSE PROGRAM**

Not applicable.

## **30. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

## **31. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing

executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

### **32. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

### **33. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

### **34. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

### **35. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

### **36. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

### **37. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**ICF JONES & STOKES, INC.**

Signature: E-SIGNED by Jim Hartnett  
on 2019-10-23 17:51:23 GMT  
Print: Jim Hartnett  
Title: Executive Director/CEO  
Date: October 23, 2019

Signature: E-SIGNED by Robert Toth  
on 2019-10-23 17:34:14 GMT  
Print: Robert F. Toth  
Title: Sr. Vice President,  
Contracts  
Date: October 23, 2019

ATTEST:  
By: E-SIGNED by Dora Seamans  
on 2019-10-23 17:43:31 GMT  
Dora Seamans  
Agency Secretary

Signature: E-SIGNED by Rosemarie Jones  
on 2019-10-23 17:36:13 GMT  
Print: Rosemarie Jones  
Title: Assistant Secretary  
Date: October 23, 2019

APPROVED AS TO FORM:

By: E-SIGNED by Julie Sherman  
on 2019-10-17 16:43:22 GMT  
Julie A. Sherman  
Attorney for the Agency

**AGREEMENT BETWEEN**  
**THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)**  
**AND**  
**LOUIS BERGER U.S., INC. (CONSULTANT)**

**AGREEMENT SUMMARY<sup>1</sup>**

**Board of Directors' Date of Award:** October 3, 2019

**Resolution Number:** 2019-35

**Effective Date of Agreement:** December 1, 2019

**Services to be Performed (Section 1):** On-Call Environmental Planning, Permitting  
and Support Services

**Term of Agreement (Section 3):**

Five-year base term, with up to two, one-year option terms

Five-Year Base Term: December 1, 2019 – November 30, 2024

Two, One-Year Option Terms: December 1, 2024 – November 30, 2026

**Consultant's Key Representative (Section 4):**

Name: Lawrence Pesesky

Title: Senior Vice President

E-mail: Lawrence.Pesesky@wsp.com

Phone: B: (212) 612-7917, M: (973) 715-9333

Mailing Address: Louis Berger U.S., Inc.  
96 Morton Street, 8<sup>th</sup> Floor,  
New York, NY 10014

**Compensation (Section 5):** Board approved not-to-exceed, aggregate amount of  
\$7,000,000 for the base term, and \$1,750,000 per one-  
year option term to be shared as a pool with other awarded  
firms.

<sup>1</sup>This Summary is provided for convenience only, and is qualified by the specific terms  
and conditions of the Agreement that will control any conflict between this Summary and  
the terms of the Agreement



This AGREEMENT for On-Call Environmental Planning, Permitting and Support Services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and Louis Berger U.S., Inc. (CONSULTANT), a New York Corporation located at 96 Morton Street, 8<sup>th</sup> Floor, New York, NY 10014 (the Parties).

## 1. SCOPE OF SERVICES

This is an Agreement to provide environmental planning, permitting and support services (Services). The CONSULTANT agrees to provide these Services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of consultants with special expertise in providing; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT's services will consist of the services set forth in the Request for Proposals dated May 14, 2019, attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT's written proposal dated June 14, 2019, attached hereto and incorporated herein as Exhibit B-1.

## 2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- a) This Agreement
- b) Work Directives, if applicable
- c) Exhibit A, Request for Proposals
- d) Exhibit B, CONSULTANT's Cost Proposal/Labor Rates (negotiated)
- e) Exhibit B-1, CONSULTANT's Proposal
- f) Exhibit C, Insurance Requirements

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## 3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year base term commencing December 1, 2019 through November 30, 2024, with up to two additional one-year option terms commencing on December 1, 2024 through November 30, 2026, if exercised. The

CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

The AGENCY reserves the right, in its sole discretion, to exercise up to two one-year option term(s) to extend the Agreement, pursuant to the terms of Section 5, Compensation. If the AGENCY determines to exercise the option term(s), the AGENCY will give the CONSULTANT at least 30 days' written notice of its determination.

It is understood that the term of the Agreement, and any option term granted thereto as specified herein are subject to the AGENCY's right to terminate the Agreement in accordance with Section 22 of this Agreement.

#### **4. CONSULTANT'S REPRESENTATIVE**

At all times during the term of this Agreement, Contract Manager, Lawrence Pesesky, or designee, will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

#### **5. COMPENSATION**

The CONSULTANT agrees to perform the services to be specified in each Work Directive (WD). Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in Exhibit B, CONSULTANT's Cost Proposal/Labor Rates.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guarantee of any particular amount of compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed **\$7,000,000**, and a not-to-exceed aggregate amount of \$1,750,000 per option term if exercised. The AGENCY will pay the CONSULTANT in accordance with Section 6.

## 5.1. GENERAL

Compensation for each WD performed under the Agreement will be Specified Rates of Compensation (SRC), Not-to-Exceed, Firm Fixed Price (NTE-FFP) or Cost plus Fixed-Fee with a ceiling (CPFF).

WD pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. 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 AGENCY.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT, upon its written request and receipt of AGENCY's written approval, may adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested, to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the AGENCY, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

Fixed Fees shall be agreed to prior to the signing of the Agreement and shall apply and remain fixed throughout the life of the Agreement.

## 5.2 COST OF WORK

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

## 5.3 DIRECT LABOR

### 5.3.1 GENERAL

**Direct Labor Rates** shall be as set forth in Exhibit B to this Agreement and shall **stay in effect for the first year of the Agreement**. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.205-6.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after contract award, CONSULTANT, and subconsultants, shall submit a written request to the Contract Administrator or Procurement Administrator, as applicable, and provide the person's name, job title, current actual rates, and resume, for review and approval.

### 5.3.2 STRAIGHT TIME

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

### 5.3.3 OVERTIME

The AGENCY will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the AGENCY has approved the overtime, in writing, prior to the incurring of said overtime.

## 5.4 CONSULTANT AND SUBCONSULTANTS MULTIPLIERS

### 5.4.1 GENERAL

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's, and subconsultants', home office and AGENCY-furnished field office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B, CONSULTANT's Cost Proposal/Labor Rates.

### 5.4.2 PAYROLL BURDEN

CONSULTANT and THE AGENCY agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultant's, as compensation for said costs, as set forth below. "Payroll Burden" is defined as: The cost of all employment taxes, CONSULTANT's, and subconsultant's, portion of social and retirement charges and contributions imposed by law, or labor contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not

limited to, the CONSULTANT's, and subconsultant', cost of owner-required insurance.

#### 5.4.3 EMPLOYEE BENEFITS

"Employee Benefits" for CONSULTANT's, and subconsultant's, employees is defined as: The cost of all contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans.

#### 5.4.4 INDIRECT COSTS (OFFICE OVERHEAD)

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY. These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon AGENCY written approval.

5.4.4.1 CONSULTANT and subconsultants Home Office Overhead rate shall apply to personnel assigned in CONSULTANT's and subconsultant's Home Office in support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e., other comparable public agency contract rates) to the AGENCY to review for acceptance. The AGENCY will have the final decision as to what is acceptable.

5.4.4.2 AGENCY-Furnished Field Office Overhead rate shall apply to CONSULTANT's, and subconsultant's, personnel assigned to an AGENCY-Furnished Field Office on a full-time basis, for a period of at least 12 months. As these rates cannot be pre-determined by audit, the AGENCY reserves the right to negotiate this rate for each firm.

#### 5.5 MAXIMUM FIXED FEES (PROFIT)

##### 5.5.1 GENERAL

**Maximum Fixed Fee percentages shall apply throughout the life of the Agreement.** The CONSULTANT's fixed fee amount for each Work Directive may be negotiated on an individual work directive basis. Said fixed fee amount shall not

be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under a Work Directive.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the AGENCY shall not exceed:

- **Environmental Planning Support Services – Six Percent (6%)**
- **Consultant Support Services – Four Percent (4%) \***

*An example of “Consultant Support Services” is when CONSULTANT or subconsultant provides personnel to the AGENCY, through this Agreement, and works as support to the AGENCY on a daily (full-time) basis under AGENCY direction, at AGENCY locations and utilizing AGENCY office furnishings and supplies.*

*\*Fees for Consultant Support WD’s are only paid for actual time worked (Level of Effort)*

## 5.6 OTHER DIRECT COSTS (ODC’s)

### 5.6.1 GENERAL

Other Direct Costs, including subconsultant’s WDs, shall be proposed at cost with a ZERO Percent (**0%**) markup.

### 5.6.2 ALLOWABLE ODC’S

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blue print services and subconsultants directly associated with the project. Expenditures for each allowable ODC in excess of \$500.00 per month, and not included above, shall require advance approval by the AGENCY. Supporting documentation is required for reimbursement of **all** ODC’s.

### 5.6.3 SUBCONSULTANTS

With regard to subconsultants, the AGENCY will pay the cost of work as defined in Section 5.2 through Section 5.6.4 with ZERO Percent (0%) markup. The CONSULTANT may be compensated for initial, or one- time, charges incurred in establishing a WD or for pre-approved administration charges.

### 5.6.4 Limitations on Direct Costs - The following are limitations:

(1) Vehicles - If applicable and approved by the AGENCY, rental vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.

(2) Travel Expenses - **All** travel and relocation related plans must be approved in writing by the AGENCY prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by the AGENCY will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to AGENCY-furnished field office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to demobilization travel from the CONSULTANT's dedicated project office or from AGENCY-furnished field office for CONSULTANT and subconsultant personnel who have been permanently assigned to the project. Individuals assigned from domestic locations shall be eligible for up to the cost of returning to the original domestic location. Individuals assigned from international locations shall be eligible for the cost of relocating to the CONSULTANT's or subconsultant's domestic home office or to another domestic location, whichever is less.

- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to and from the Project Site, to and from AGENCY's consultants and suppliers, or to and from other locations approved by the AGENCY. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at the AGENCY's central or field offices.

#### 5.6.5 Unallowable ODC'S

The following ODC's are not allowable unless they are authorized by prior written approval of the AGENCY's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.

- Costs associated with leasing, maintaining, insuring and operating dedicated project vehicles.
- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the AGENCY at the completion of the work performed under this Agreement.
- Shipping
- Drafting supplies
- Surveying supplies
- Models and renderings

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the AGENCY's authorized representative.

#### 5.7 Maximum Compensation Amount

There is no guarantee of any particular amount of compensation to CONSULTANT under this Agreement. However, the maximum aggregate compensation that the AGENCY has authorized to be expended for the base contract for this Agreement will not exceed an aggregate amount of **\$7,000,000**, excluding options, and excluding the value of other, standalone, AGENCY-awarded contracts developed and/or managed by the CONSULTANT. A maximum not-to-exceed amount as set forth in the WD shall apply for each WD. The AGENCY shall have the option to exercise up to two, additional one-year option terms, with a maximum aggregate not-to-exceed amount of **\$1,750,000** for each option term, if it is in the best interest of the AGENCY.

A maximum not-to-exceed amount as set forth in the WD shall apply for each WD. Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual WD for the services performed under such WD without issuance of a written Amendment to such WD by the AGENCY's Contract Administrator or Procurement Administrator, as applicable.



If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum not-to-exceed amount as set for in the WD, CONSULTANT shall notify the AGENCY immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the WD. Any cost incurred by CONSULTANT in excess of the not-to-exceed amount as set forth in the WD shall be at CONSULTANT's own risk.

#### 5.8 Flow Down

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant's agreements, provided such subconsultants have been approved by the AGENCY.

### 6. MANNER OF PAYMENT

The CONSULTANT must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, contract number **19-J-P-072C**, purchase order number and the AGENCY Project Manager or Contract Administrator name. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY will provide written notice to the CONSULTANT within 10 business days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to:  
AccountsPayable@samtrans.com

### 7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager or designee, and the CONSULTANT's Contract Manager, Project Manager or designee.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties or by mailing the same postage

prepaid, addressed as follows:

If to the AGENCY: JPB Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: Louis Berger U.S., Inc.  
Attn: Lawrence Pesesky, Senior Vice President  
96 Morton Street, 8<sup>th</sup> Floor  
New York, NY 10014

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## 8. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other

intellectual-property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s General Manager/CEO or designee.

## **10. USE OF SUBCONTRACTORS/SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subcontractors/subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the “Ownership of Work” provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subcontractors/subconsultants and the AGENCY will have no obligation to them.

## **11. CHANGES**

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs

work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in nonpayment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or wilful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or

B. Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

## **13. INSURANCE**

Refer to EXHIBIT C, appended hereto, for the Insurance Requirements.

## **14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

## **15. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

## **16. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

## **17. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's Executive Director, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

## **18. WARRANTY OF SERVICES**

- A.** CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable environmental planning firms at the time the services are rendered. In addition, CONSULTANT will provide such specific warranties as may be set forth in Work Directives as agreed upon by the Parties.
- B.** In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:
- a) The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
  - b) The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
  - c) The right to terminate the Agreement for default.
- C.** CONSULTANT shall be responsible for all errors and omissions and is expected to pay for environmental planning, permitting and support services rework as a result of errors and omissions.

## **19. CLAIMS OR DISPUTES**

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has

performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY, and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **20. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

## **21. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## 22. TERMINATION

**A. Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

**B. Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within seven (7) calendar days. If the CONSULTANT cures the default within the cure period, but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property,

AGENCY may terminate this Agreement immediately without the thirty day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C. The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **23. LIQUIDATED DAMAGES**

Not applicable.

### **24. PREVAILING WAGE**

Not applicable.

### **25. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subcontractors/subconsultants will permit the AGENCY, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.



## **26. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 C.F.R. Part 21. The CONSULTANT will obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

## **27. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, gender identity, sexual orientation, age (over 40), marital status, pregnancy, medical condition, genetic information, or disability as specified in federal, State, and local laws. The CONSULTANT will take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **28. CONFLICT OF INTEREST**

**A. General.** Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and California law that govern AGENCY’s employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further

covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**B. Organizational Conflicts of Interest.** CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

## **29. SUBSTANCE ABUSE PROGRAM**

Not applicable.

## **30. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

## **31. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

### **32. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

### **33. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the Parties.

### **34. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

### **35. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

### **36. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

### **37. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**LOUIS BERGER U.S., INC.**

Signature: 

Print: Jim Hartnett

Title: Executive Director

Date: October 28, 2019

Signature: 

Print: Thomas G. Lewis

Title: President

Date: October 23, 2019

Signature: 

Print: Lawrence Pesesky

Title: Senior Vice President

Date: October 22, 2019

ATTEST:

By: 

Dora Seamans  
Agency Secretary

APPROVED AS TO FORM:

By: 

Julie A. Sherman  
Attorney for the Agency



**FIRST AMENDMENT  
TO  
CONTRACT 19-J-P-072A  
FOR  
ON-CALL ENVIRONMENTAL PLANNING, PERMITTING AND SUPPORT  
SERVICES  
CONSULTANT: HDR ENGINEERING, INC.**

THIS FIRST AMENDMENT modifies the Agreement for providing On-Call Environmental Planning, Permitting and Support Services (Agreement), effective December 1, 2019, by and between the Peninsula Corridor Joint Powers Board (AGENCY) and HDR Engineering, Inc. (CONSULTANT), collectively referred to as "the Parties."

WHEREAS, on October 3, 2019, pursuant to Board Resolution 2019-35, the AGENCY awarded a contract to a pool of consultant firms, including CONSULTANT to provide On-Call Environmental Planning, Permitting and Support Services for a five-year base term and up to two additional, one-year option terms; and

WHEREAS, on December 7, 2023, pursuant to Resolution 2023-XX, the AGENCY authorized an amendment to increase the aggregate, not-to-exceed amount by \$2,000,000 from \$7,000,000 to a maximum aggregate compensation amount of \$9,000,000, to be shared as a pool for authorized tasks amongst the consultant firms; and

WHEREAS, the Parties now desire to amend the Agreement in accordance with the terms and conditions of this First Amendment.

Now, therefore, the Agreement is hereby amended as follows:

1. The 3<sup>rd</sup> paragraph of Section 5, "Compensation" of the Agreement, is hereby deleted in its entirety and replaced as follows:

"There is no guarantee of any particular amount of compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed **\$9,000,000**, and a not-to-exceed aggregate amount of \$1,750,000 per option term if exercised. The AGENCY will pay the CONSULTANT in accordance with Section 6."

Except for those changes expressly specified in this First Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**HDR ENGINEERING, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Michelle Bouchard

Print: Holly Kennedy

Title: Executive Director, Caltrain

Title: Sr. Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Julie Sherman  
Attorney for the Agency

\*Note: This Amendment must be executed by two Corporate Officers **from two separate corporate categories**, consisting of:

- (1) the President, Vice President or Chair of the Board, **AND**
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Amendment may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the AGENCY is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).



**FIRST AMENDMENT  
TO  
CONTRACT 19-J-P-072B  
ON-CALL ENVIRONMENTAL PLANNING, PERMITTING AND SUPPORT  
SERVICES  
CONSULTANT: ICF JONES & STOKES, INC.**

THIS FIRST AMENDMENT modifies the Agreement for providing On-Call Environmental Planning, Permitting and Support Services (Agreement), effective December 1, 2019, by and between the Peninsula Corridor Joint Powers Board (AGENCY) and ICF Jones & Stokes, Inc. (CONSULTANT), collectively referred to as “the Parties.”

WHEREAS, on October 3, 2019, pursuant to Board Resolution 2019-35, the AGENCY awarded a contract to a pool of consultant firms, including CONSULTANT to provide On-Call Environmental Planning, Permitting and Support Services for a five-year base term and up to two additional, one-year option terms; and

WHEREAS, on December 7, 2023, pursuant to Resolution 2023-XX, the AGENCY authorized an amendment to increase the aggregate, not-to-exceed amount by \$2,000,000 from \$7,000,000 to a maximum aggregate compensation amount of \$9,000,000, to be shared as a pool for authorized tasks amongst the consultant firms; and

WHEREAS, the Parties now desire to amend the Agreement in accordance with the terms and conditions of this First Amendment.

Therefore, the Agreement is hereby amended as follows:

1. The 3<sup>rd</sup> paragraph of Section 5, “Compensation” of the Agreement, is hereby deleted in its entirety and replaced as follows:

“There is no guarantee of any particular amount of compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed **\$9,000,000**, and a not-to-exceed aggregate amount of \$1,750,000 per option term if exercised. The AGENCY will pay the CONSULTANT in accordance with Section 6.”



Except for those changes expressly specified in this First Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**ICF JONES & STOKES, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Michelle Bouchard

Print: XXXXXXXXXXXX

Title: Executive Director, Caltrain

Title: XXXXXXXXXXXX

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: XXXXXXX

Title: XXXXXXXXXXXX

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_

Julie Sherman  
Attorney for the Agency

\*Note: This Amendment must be executed by two Corporate Officers **from two separate corporate categories**, consisting of:

- (1) the President, Vice President or Chair of the Board, **AND**
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Amendment may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the AGENCY is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).



**FIRST AMENDMENT  
TO  
CONTRACT 19-J-P-072C  
ON-CALL ENVIRONMENTAL, PERMITTING AND SUPPORT SERVICES  
CONSULTANT: LOUIS BERGER U.S., INC.**

THIS AMENDMENT modifies the Agreement for providing On-Call Environmental Planning, Permitting and Support Services (Agreement), effective December 1, 2019, by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and Louis Berger U.S., Inc. (CONSULTANT), located at 96 Morton Street, 8<sup>th</sup> Floor New York, NY 10014.

WHEREAS, pursuant to Board Resolution 2019-35, the AGENCY awarded a contract to a pool of consultant firms, including CONSULTANT to provide On-Call Environmental Planning, Permitting and Support Services for a five-year base term and up to two additional, one-year option terms; and

WHEREAS, the CONSULTANT has informed the AGENCY that effective January 2, 2020, Louis Berger U.S., Inc. will change its name to WSP USA Solutions Inc. and its address to One Penn Plaza, New York, NY 10019; and

WHEREAS, the parties now desire to amend the Agreement in accordance with the terms and conditions of this First Amendment.

Therefore, the Agreement is hereby amended as follows:

1. All references in the Agreement, and Exhibits A, B, B-1 and C attached thereto, to Louis Berger U.S., Inc. shall be changed to read WSP USA Solutions Inc.
2. Section 7 of the Agreement, Notices, is hereby amended by deleting the second paragraph and addresses in their entirety and replacing with the following:

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: JPB Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: WSP USA Solutions, Inc.  
Attn: Lawrence Pesesky, SVP  
One Penn Plaza, 4th Floor  
New York, NY 10019

Except for those changes expressly specified in this First Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

Signature: E-SIGNED by Concepcion Gayotin  
on 2020-02-10 21:05:38 GMT

Print: Concepcion Gayotin

Title: Manager of Procurement

Date: February 10, 2020

**WSP USA SOLUTIONS INC.**

Signature: E-SIGNED by Lawrence Pesesky  
on 2020-02-10 17:17:45 GMT

Print: Lawrence Pesesky

Title: Senior Vice President

Date: February 10, 2020

Signature: E-SIGNED by Mark Sadowski  
on 2020-02-10 20:46:05 GMT

Print: Mark Sadowski

Title: Assistant Secretary

Date: February 10, 2020



**SECOND AMENDMENT  
TO  
CONTRACT 19-J-P-072C  
ON-CALL ENVIRONMENTAL PLANNING, PERMITTING AND SUPPORT  
SERVICES  
CONSULTANT: WSP USA SOLUTIONS, INC.**

THIS SECOND AMENDMENT modifies the Agreement for providing On-Call Environmental Planning, Permitting and Support Services (Agreement), effective December 1, 2019, by and between the Peninsula Corridor Joint Powers Board (AGENCY) and WSP USA Solutions Inc.(CONSULTANT), collectively referred to as “the Parties.”

WHEREAS, on October 3, 2019, pursuant to Board Resolution 2019-35, the AGENCY awarded a contract to a pool of consultant firms, including CONSULTANT to provide On-Call Environmental Planning, Permitting and Support Services for a five-year base term and up to two additional, one-year option terms; and

WHEREAS, the Agreement has been previously amended as follows:

AMENDMENT 1 – effective January 2, 2020, the CONSULTANT informed the AGENCY that Louis Berger U.S., Inc. changed its name to WSP USA Solutions Inc. and its address to One Penn Plaza, New York, NY 10019.

WHEREAS, on December 7, 2023, pursuant to Resolution 2023-XX, the AGENCY authorized an amendment to increase the aggregate, not-to-exceed amount by \$2,000,000 from \$7,000,000 to a maximum aggregate compensation amount of \$9,000,000, to be shared as a pool for authorized tasks amongst the consultant firms; and

WHEREAS, the Parties now desire to amend the Agreement in accordance with the terms and conditions of this Second Amendment.

Therefore, the Agreement is hereby amended as follows:

1. The 3<sup>rd</sup> paragraph of Section 5, “Compensation” of the Agreement, is hereby deleted in its entirety and replaced as follows:

“There is no guarantee of any particular amount of compensation to the CONSULTANT under this Agreement. However, the maximum

compensation that the AGENCY has authorized to be expended for this Contract will not exceed **\$9,000,000**, and a not-to-exceed aggregate amount of \$1,750,000 per option term if exercised. The AGENCY will pay the CONSULTANT in accordance with Section 6.”

Except for those changes expressly specified in the First and Second Amendments, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**WSP USA SOLUTIONS INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Michelle Bouchard

Print: Lawrence Pesesky

Title: Executive Director, Caltrain

Title: Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: Mark Sadowski

Title: Assistant Secretary

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Agency Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_

Julie Sherman  
Attorney for the Agency

\*Note: This Amendment must be executed by two Corporate Officers **from two separate corporate categories**, consisting of:

- (1) the President, Vice President or Chair of the Board, **AND**
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Amendment may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the AGENCY is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws).



**CONTRACT NO: 23-J-P-072**

**FINAL DESIGN SERVICES FOR RENGSTORFF  
AVENUE GRADE SEPARATION PROJECT**

**BETWEEN**

**PENINSULA CORRIDOR JOINT POWERS BOARD**

**AND**

**AECOM TECHNICAL SERVICES, INC.**

**CONFORMED AGREEMENT**

**JANUARY 2, 2024**



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## THE AGREEMENT

### AGREEMENT BETWEEN

PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY) AND  
AECOM TECHNICAL SERVICES, INC. (CONSULTANT)

### AGREEMENT SUMMARY\*

**Board of Directors' Date of Award:** December 7, 2023

**Resolution Number:** xxxxxxxx.

**Effective Date of Agreement:** January 3, 2024

**Services to be Performed (Section 1):** Final Design Services for Rengstorff Avenue  
Grade Separation Project

**Term of Agreement (Section 3):** Two (2) Years

**CONSULTANT's Key Representative (Section 4):** Mark Aikawa, PE  
Vice President  
D +1-510-874-3034  
M +1-510-206-1310  
[mark.aikawa@aecom.com](mailto:mark.aikawa@aecom.com)

4 N. Second St., Suite 675,  
San Jose, CA 95113

**Compensation (Section 5):** Board approved aggregate amount: \$12,496,042.14.

\*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

This AGREEMENT for Final Design Services for Rengstorff Avenue Grade Separation Project (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and [AECOM Technical Services, Inc.](#) (CONSULTANT), a [California](#) Corporation located at [4 N. Second St., Suite 675, San Jose, CA 95113](#) (“the Parties”).

## 1. SCOPE OF SERVICES

This is an Agreement to provide services Final Design Services for Rengstorff Avenue Grade Separation Project. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing construction management and other support services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Proposals dated [June 15, 2023](#), the Scope of Services which is attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT’s written proposal dated, attached hereto and incorporated herein as Exhibit B.

## 2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- 1) This Agreement, including Attachment A, Insurance Requirements, Attachment B, SBE Requirements, Attachment C, Labor Code Requirements, and Attachment D, Federal Requirements
- 2) Exhibit A, Scope of Services;
- 3) Exhibit B, CONSULTANT’s Proposal, including negotiated cost/labor rates

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## 3. TERM OF AGREEMENT

The term of this Agreement will be for a two (2) year term commencing upon [January 3, 2024](#) and ending on [January 2, 2026](#). The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

It is understood that the term of the Agreement is subject to the AGENCY’s right to terminate the Agreement in accordance with Section 23 of this Agreement.

## 4. CONSULTANT’S REPRESENTATIVE

At all times during the term of this Agreement Mark Aikawa will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

## 5. COMPENSATION

The CONSULTANT agrees to perform all of the Required Services (Tasks 1 through 7) included in Section 1. Compensation for satisfactory performance of the Services included in Section 1 will be on a cost-plus-a-fixed fee with a ceiling basis. The AGENCY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by the CONSULTANT in performance of the Services. The CONSULTANT will not be reimbursed for actual costs that exceed the labor rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in Exhibit B, unless additional reimbursement is provided for, by a fully executed amendment to this Agreement. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the AGENCY-approved overhead rate set forth in Exhibit B. In addition to the allowable incurred costs, the AGENCY will pay the CONSULTANT a fixed fee of **\$1,103,262.19 (One Million, One-Hundred and Three Thousand, Two Hundred and Sixty-Two Dollars, and 19/100 cent)** for the Required Services. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by a fully executed amendment to this Agreement. The AGENCY will pay the CONSULTANT in accordance with Section 6.

AGENCY, in its sole discretion, may elect to exercise option(s) for Tasks 8 through 12 on a cost-plus-a-fixed fee with a ceiling basis. The AGENCY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONSULTANT in performance of the optional services. The CONSULTANT will not be reimbursed for actual costs that exceed the labor rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in Exhibit B, unless additional reimbursement is provided for, by a fully executed amendment to this Agreement. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the AGENCY-approved overhead rate set forth in Exhibit B. The fixed fees are nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Services and such adjustment is made by a fully executed amendment to this Agreement. The AGENCY will pay the CONSULTANT in accordance with Section 6.

### 5.1. GENERAL

Compensation performed under the Agreement will be **Cost-Plus-Fixed-Fee with a ceiling** (CPFF).

Project pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. 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 the AGENCY.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may make a written request to increase its labor rates for the following year of the Agreement. Increases, if timely requested, in future labor rates shall be limited to the lesser of either (a) the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or (b) the actual increases in employees' labor rates. Such actual increases must be demonstrated to the Agency's satisfaction.

In extenuating circumstances, and with approval at the sole discretion of the Agency, CONSULTANT may submit a written request to deviate from the methodology set forth in the above paragraph. Such request must include: (1) a justifiable explanation for the deviation, (2) an independently conducted and CONSULTANT-funded market analysis with comparable data from other public agencies in the Bay Area, preferably from other transit agencies, with sufficient completeness to pass audit scrutiny from an independent third-party, and (3) an attestation regarding the accuracy of the information presented from the CONSULTANT's Owner, President, Vice President, Chair of the Board, or Chief Financial Officer.

The effective date of the labor rates increase, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the following Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any labor rates increase for that following year.

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the AGENCY's Project Manager before exceeding such estimate. Progress payments for each project will be made monthly in arrears based on services provided and actual costs incurred.

CONSULTANT shall not commence performance of work or services until this Agreement has been approved by AGENCY, and notification to proceed has been issued by AGENCY Procurement Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

Fixed Fees shall be negotiated prior to the signing of the Agreement and shall apply throughout the life of the Agreement.

## **5.2. COST OF WORK**

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

## **5.3. DIRECT LABOR**

### **5.3.1. GENERAL**

Direct Labor Rates shall be as set forth in Exhibit B to this Agreement and shall stay in effect for the first year of the Agreement. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after Contract award, CONSULTANT, and subconsultants, shall submit a written request to the Procurement Administrator and provide the person's name, job title, current actual rates, and resume, for review and approval.

New personnel must be approved prior to their commencing work under a project. Work performed by personnel not previously approved in writing by the AGENCY shall be at CONSULTANT's own risk.

### **5.3.2. Straight Time**

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

### **5.3.3. Overtime**

The AGENCY will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the AGENCY has approved the overtime, in writing, prior to the incurring of said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.



## **5.4. CONSULTANT AND SUBCONSULTANTS MULTIPLIERS**

### **5.4.1. General**

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's, and subconsultants', home office and AGENCY-Furnished Field Office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B.

### **5.4.2. Payroll Burden**

CONSULTANT and the AGENCY agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultants, as compensation for said costs, as set forth below. "Payroll Burden" is defined as:

The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges and c) contributions imposed by law, or labor Contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant's, cost of owner-required insurance.

### **5.4.3. Employee Benefits**

"Employee Benefits" for CONSULTANT's, and subconsultant's, employees are defined as: The cost of all Contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans.

### **5.4.4. Indirect Costs (Office Overhead)**

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY.

These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon AGENCY approval.

#### **5.4.4.1. CONSULTANT and subconsultant's Home Office Overhead rate shall apply to personnel assigned in CONSULTANT's and subconsultant's Home Office in**

support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e. other comparable public agency contract rates) to the AGENCY to review for acceptance. The AGENCY will have the final decision as to what is acceptable.

5.4.4.2. AGENCY-Furnished Field Office Overhead rate shall apply to CONSULTANT's, and subconsultant's, personnel assigned to an AGENCY- Furnished Field Office on a full-time basis, for a period of at least 120 calendar days. As these rates cannot be pre-determined by audit, the AGENCY reserves the right to negotiate this rate for each firm.

## 5.5. **Maximum Fixed Fees (Profit)**

### 5.5.1. **General**

Maximum Fixed Fee percentages shall apply throughout the life of the Agreement. The CONSULTANT's fixed fee amount for each project may be negotiated on an individual project basis. Said fixed fee amount shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under the Project.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the AGENCY shall not exceed:

#### **General Engineering Consultant Services**

- **Twelve** Percent (12%) \* for CONSULTANT's home office (Home) and
- **Twelve** Percent (12%) for AGENCY's field office (Field).
- Subconsultants markup – Zero Percent (0%)

## 5.6. **OTHER DIRECT COSTS (ODCs)**

### 5.6.1. **General**

Other Direct Costs, including subconsultant's projects, shall be proposed at cost with a Zero Percent (0%) markup.

### 5.6.2. **Allowable ODCs**

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blueprint services and subconsultants directly associated with the project. Expenditures for each allowable ODC more than \$500.00 per month, and not included above, shall require advance approval by the AGENCY. Supporting documentation is required for reimbursement of all ODCs.

### 5.6.3. **Subconsultants**

Regarding subconsultants, the AGENCY will pay the cost of work as defined in

Section 5.2 through Section 5.6.4 with Zero Percent (0%) markup. The CONSULTANT may be compensated for initial, or one- time, charges incurred in establishing a project or for pre-approved administration charges.

**5.6.4. Limitations on Direct Costs - The Following Are Limitations:**

- 1) Vehicles - If applicable and approved by the Agencies, rental vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.
- 2) Travel Expenses - All travel and relocation related plans must be approved in writing by the AGENCY prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the

U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by AGENCY will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to AGENCY-Furnished Field Office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.
- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to the Project Site, to AGENCY's CONSULTANTS and suppliers, or to other locations approved by the AGENCY. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at AGENCY's central or field offices.

**5.6.5. Unallowable ODCs**

The following ODCs are not allowable unless they are authorized by prior written approval of the AGENCY's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring and operating dedicated project vehicles.

- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the AGENCY at the completion of the work performed under this Agreement.
- Shipping
- Surveying supplies

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the AGENCY's authorized representative.

#### **5.7. Maximum Compensation Amount**

A maximum compensation amount is set forth in the Agreement.

Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual project for the services performed under such project without issuance of a written Amendment to such project by the AGENCY's Procurement Administrator.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum compensation amount as set for in the project, CONSULTANT shall notify the AGENCY immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the project. Any cost incurred by CONSULTANT in excess of the compensation amount as set forth in the project shall be at CONSULTANT's own risk.

#### **5.8. Flow Down**

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant agreements, provided such subconsultants have been approved by the AGENCY.

### **6. MANNER OF PAYMENT**

The CONSULTANT must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the Contract number 23-S-P-072, Purchase order # and the AGENCY Project Manager's name. The AGENCY will

endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. **Furthermore, the AGENCY reserves the right to withhold payment for any invoice that does not match the PO lines until CONSULTANT resubmits a corrected invoice.** The AGENCY will provide written notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to:

[AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)

## 7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager or designee, and the CONSULTANT's xxxxxxxxxxxxxxxx.

Notices informing CONSULTANT of the AGENCY's decision to exercise Agreement options (that were exercisable in the AGENCY's sole discretion) will be exchanged between the AGENCY's Project Manager or designee, and the CONSULTANT's xxxxxxxxxxxxxxxx via electronic mail to: xxxxxxxxxxxxxxxx.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Board Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: [AECOM Technical Services, Inc.](#)  
[4 N. Second St., Suite 675,](#)  
[San Jose, CA 95113](#)

Attn: [Mark Aikawa, PE](mailto:Mark.Aikawa@aecon.com)  
[Vice President](mailto:Mark.Aikawa@aecon.com)  
[D +1-510-874-3034](tel:+15108743034)  
[M +1-510-206-1310](tel:+15102061310)  
[mark.aikawa@aecon.com](mailto:mark.aikawa@aecon.com)

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## **8. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s General Manager/CEO or designee.

## **10. USE OF SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subconsultants must be engaged under written Contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subconsultants and the AGENCY will have no obligation to them.

## **11. CHANGES**

The AGENCY may at any time, by written order, make changes within the Scope of Services and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed- upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the Scope of Services or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that the CONSULTANT regards as a change to the Contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in nonpayment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or

B. Any allegation that materials or services provided by the CONSULTANT under this

Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

### **13. INSURANCE**

Refer to Attachment A, Insurance Requirements appended hereto, for the Insurance Requirements.

### **14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

### **15. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

### **16. OTHER GOVERNMENTAL AGENCIES**

Not applicable.

### **17. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

### **18. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the General Manager/CEO, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

### **19. WARRANTY OF SERVICES**

A. CONSULTANT represents that its services will be performed in accordance with the professional standards of practices of comparable construction management firms practicing at the same time the services are rendered under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.



- B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:
- i The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
  - ii The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
  - iii The right to terminate the Agreement for default.
- C. CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

## **20. CLAIMS OR DISPUTES**

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY, and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

## **21. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Contract retentions, and termination of the Agreement in whole or in part.

## **22. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## **23. TERMINATION**

A. **Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving 60 days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subconsultants must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination

for convenience to be treated as a termination for default.

- B. Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period, but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the 30 days cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C.** The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **24. LIQUIDATED DAMAGES**

Not Applicable.

#### **25. PREVAILING WAGE**

Please see Attachment C, Labor Code Requirements.

#### **26. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants will permit the AGENCY, the State Comptroller, and their authorized representatives, FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such

assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

## **27. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT will obtain the same assurances from its joint venture partners, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

## **28. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultants or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant

or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **29. SBE POLICY**

See Attachment B, SBE Requirements.

## **30. CONFLICT OF INTEREST**

### **A. General.**

Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) (for Federally-funded Agreements) and] California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or

§87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or Contract.

### **B. Organizational Conflicts of Interest.**

CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or Contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the

AGENCY; a firm or person's objectivity in performing the Contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a Contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

### **31. SUBSTANCE ABUSE PROGRAM**

Not Applicable.

### **32. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)**

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

### **33. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

### **34. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

### **35. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

### **36. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the Parties.



### **37. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

### **38. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

### **39. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

### **40. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

### **41. FORCE MAJEURE**

Neither party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming party.

### **42. CONSEQUENTIAL DAMAGES WAIVER**

Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, in no event shall either party, its parents, affiliates and subsidiaries or their respective directors officers or employees be liable to the other for any indirect, incidental, special, or consequential damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this agreement, even if advised of the possibility of such damages, and consultant hereby releases agency and agency hereby releases consultant from any such liability

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT POWERS BOARD:**

Signature: \_\_\_\_\_

Print: Michelle Bouchard

Title: Executive Director

Date: \_\_\_\_\_

**AECOM TECHNICAL SERVICES, INC.  
(See footnote below)\***

Signature: \_\_\_\_\_

Print: XXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXX

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: XXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXX

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

AGENCY Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Attorney for the AGENCY

\* Note: If CONSULTANT is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If the CONSULTANT is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the AGENCY indicating the individual’s authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written Contracts or a copy of the LLC operating agreement.

## **ATTACHMENT A: INSURANCE REQUIREMENTS**

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Agreement, CONTRACTOR shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

### **A. MINIMUM TYPES AND SCOPE OF INSURANCE**

#### **1. Workers' Compensation and Employer's Liability Insurance.**

- a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits of \$10,000,000 per occurrence.
- c. If the California Labor Code requiring Workers' Compensation applies, the CONTRACTOR shall also maintain Employer's Liability coverage with minimum limits of **\$10** million.
- d. Such insurance shall include the following endorsement as further detailed in

the Endorsements Section below:

- Waiver of Subrogation.

## **2. Commercial General Liability Insurance.**

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$10** million per occurrence or claim and a general aggregate limit of at least **\$10** million. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Personal injury.
- Advertising injury.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

## **3. Business Automobile Liability Insurance.**

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$10** million per accident or loss.

a. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
  - Non-owned vehicles.
  - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

#### **4. Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
- CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
  - Materials or property to be purchased and/or installed on behalf of the JPB, if any.
  - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

#### **5. Professional Liability Insurance.**

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the JPB and having minimum limits of liability of **\$10** million per claim or occurrence and **\$10** million annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

## **B. ENDORSEMENTS**

### **1. Additional Insured.**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **2. Waiver of Subrogation.**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **3. Primary Insurance.**

Except for Professional Liability, Workers' Compensation and Employer's Liability Insurance, the referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the JPB.

### **4. Separation of Insureds.**

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company as Additional Insureds shall not in any way affect the JPB's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the JPB in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its

policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

## C. EVIDENCE OF INSURANCE

### 1. All Coverages.

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide to Insurance Tracking Services, Inc. (ITS), the JPB's authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided by the CONTRACTOR under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The JPB Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:

Peninsula Corridor Joint Powers Board

C/O Insurance Tracking Services, Inc. (ITS)

P.O. Box 198

Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

In addition, the CONTRACTOR shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

## D. GENERAL PROVISIONS

### 1. Notice of Cancellation.

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the

JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:

Peninsula Corridor Joint Powers Board

C/O Insurance Tracking Services, Inc. (ITS)

P.O. Box 198

Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

## **2. Acceptable Insurers.**

All policies will be issued by insurers acceptable to the JPB (generally with a Best's Rating of A- 10 or better).

## **3. Self-insurance.**

Upon evidence of financial capacity satisfactory to the JPB and CONTRACTOR's agreement to waive subrogation against the JPB respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

## **4. Failure to Maintain Insurance.**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the JPB property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

## **5. Claims Made Coverage.**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's



start of work (including subsequent policies purchased as renewals or replacements).

- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

#### **6. Deductibles and Retentions.**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the JPB. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

### **END OF INSURANCE REQUIREMENTS**

## **ATTACHMENT B: SBE REQUIREMENTS**

It is the policy of the Agency to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which SBEs and DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and services activities. To this end, the Agency has developed procedures to remove barriers to participation in the bidding and award process and to assist small and disadvantaged businesses to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Proposer will cooperate with the Agency in meeting these SBE commitments and objectives.

The AGENCY implements its DBE program in accordance with DOT regulations, and no contract-specific DBE participation goal has been established for this Agreement. However, CONSULTANT must cooperate with the AGENCY in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE's participation do not exist.

### **1. SBE POINT PREFERENCE**

The Agency has established a contract specific SBE point preference of five points. The point preference will be granted to Proposers that are either (1) an SBE self-performing at least 30% of the contract; and/or (2) committed to subcontracting with one or more certified SBEs. The actual preference is calculated with the Proposer that has the highest SBE utilization rate receiving the full five points and other Proposers receiving points relative to the highest proposed SBE utilization.

Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with proposal evaluation scoring to determine the highest ranked Proposer. Each Proposer must provide the **Form 7 SBE Preference Form** with their proposal to receive a point preference. If a Proposal fails to submit this form, no SBE preference points will be added to the evaluation of the proposal.

### **2. SBE EVALUATION**

The Office of Civil Rights (OCR) shall review all the information submitted by Proposers in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE point preference requirements for award of a contract to the Proposer. The Proposers shall cooperate with OCR if a request for additional information is made during this evaluation process.

### **3. ASSURANCE**

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the Agency, the Consultant hereby makes the following assurance and agrees to

include this assurance in any contracts it makes with Subconsultants in the performance of this Agreement:

“The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the Consultant or sub-consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) intentionally deleted; and/or (4) disqualifying the Consultant from future bidding as non-responsible.”

By entering into the Agreement, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms.

#### **4. AVAILABLE SBE/DBE RESOURCES**

The Agency recognizes SBE certifications performed by the following:

- A. DBE pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program. A statewide directory of DBEs is available at <https://caltrans.dbesystem.com>.
- B. SBA 8(a) by the Small Business Administration (SBA) provided that a firm's average annual gross receipts do not exceed the cap of \$30.4 million.
- C. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
- D. All Microbusiness (MB) certifications by the DGS for ALL industries.
- E. SBE certification by the Santa Clara Valley Transportation Authority.
- F. SBE certification by the Los Angeles County Metropolitan Transportation Authority.

#### **5. SBE ELIGIBILITY**

To participate as an eligible small business, a firm must meet both of the following requirements:

- A. A firm (including affiliates) must be an existing small business as defined by SBA regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- B. Even if your firm meets the above requirement, your firm's (including affiliates')

average annual gross receipts over the previous three years cannot exceed a maximum cap of \$30.4 million.

Note: SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$30.4 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$30.4 million, for example, is ineligible to participate as a small business on Agency' contracts. Please verify a firm's industry size standard by visiting SBA at: <http://www.sba.gov/content/determining-size-standards>.

## **6. COUNTING SBE PARTICIPATION**

SBE participation shall be counted and enforced in accordance with Title 49 CFR Part 26 and the Agency's DBE Program. SBE participation includes that portion of the Agreement actually performed by a certified SBE with its own forces. SBEs may participate as a consultant, subconsultant, joint venture partner, vendor or supplier of materials or services required by the Agreement. An SBE's participation can only be counted if it performs a commercially useful function on the Agreement. An SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The Consultant shall determine the amount of SBE participation for each SBE performing work on the Agreement in terms of the percentage of the total Agreement amount. The Consultant shall also determine the total amount of SBE participation for the entire Agreement. The Consultant shall count SBE participation according to the following guidelines:

### **1. SBE Consultant**

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Consultant.

### **2. SBE Subconsultant**

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Consultant, and reasonable fees and commissions charged for the services.

Do not count any work subcontracted by an SBE to another firm as SBE participation by said SBE. If the work has been subcontracted to another SBE, it will be counted

as SBE participation for that other SBE.

3. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or, if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

4. SBE Manufacturer

Count 100% of the costs of materials and supplies obtained from an SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a Consultant or Subconsultant.

5. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates, or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement, and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether an SBE is a prime Consultant or Subconsultant.

6. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

7. SBE Trucking Company

Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the Agreement. Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

## **7. CONTRACT COMPLIANCE**

### **A. Substitution of Subconsultants**

The Consultant shall not terminate an SBE Subconsultant at any tier without prior written consent from the Agency. The Consultant shall notify OCR in writing of its intention to substitute an SBE Subconsultant before any substitution of an SBE Subconsultant takes place. The Consultant must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The Consultant shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains prior written consent. Unless prior consent is given, the Consultant shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

### **B. Change to a Firm's SBE Status**

If an SBE Subconsultant is either decertified as an SBE or a Subconsultant is certified as an SBE during the life of the Contract, such Subconsultant shall notify the Consultant in writing with the date of decertification or certification. The Consultant shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

### **C. Prompt Payment to Subconsultants**

The Consultant shall pay any Subconsultants approved by the Agency for work that has been satisfactorily performed no later than seven calendar days from the date of Consultant's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the Consultant, make prompt and regular incremental inspections and approvals of portions of the work and, promptly release retainage to the Consultant based on these inspections and approvals. The Agency's incremental approvals and release of a portion of the retainage under this section does not constitute Acceptance of the work.

Within seven calendar days after the Agency has made a retainage payment to the Consultant, the Consultant shall release to any Subconsultant, who has satisfactorily completed work covered by the Agency's inspection and approval, the retainage owed to the Subconsultant for such work. For purposes of this section, a Subconsultant's work is satisfactorily completed when the Consultant certifies to the Agency that all the tasks called for in the subcontract related to the work covered by the Agency's incremental inspection and approval have been satisfactorily completed.

Any delay or postponement of payment by the Consultant to a Subconsultant may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the Consultant to the penalties,

sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultants in the event of a dispute involving late payment or nonpayment by the Consultant; deficient Subconsultant performance; and/or noncompliance by a Subconsultant. This clause applies to all Subconsultants. In the event Consultant does not make progress payments or release retentions to the Subconsultant in accordance with the time periods specified herein, the Consultant will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

The Consultant shall cooperate with the Project Manager or the Resident Engineer and OCR to identify, report and effectuate the prompt and regular approvals of the work.

**D. Monthly Electronic Reporting Requirements**

The Consultant shall maintain records of all subcontractor participation in the performance of the contract. This includes subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

The Consultant is required to report payments to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (Subconsultants) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the Consultant and prompt payments made by the Consultant to its Subconsultants. The Consultant and every Subconsultant will receive payment notifications via email. The Consultant must report a payment made to Subconsultant(s) within five calendar days of an email notification. The Subconsultant(s) must confirm receipt of payment from the Consultant within five calendar days of an email notification.

It is the Consultant's responsibility to ensure that Subconsultant(s) confirm payments in the System in accordance with the requirements set forth above.

- E. If the Consultant or subconsultant fails to comply with the monthly electronic reporting requirements required in this section and has not received written approval for an extension, the Agency may withhold subsequent progress payments due to the consultant or subconsultant until reporting is completed. The Agency will release held payments once reporting compliance is achieved..

**8. ADMINISTRATIVE REMEDIES**

In the event the Consultant fails to comply with the SBE requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Agreement retentions, and termination of the Agreement in whole or in part.

**END OF SBE REQUIREMENTS**

## **ATTACHMENT C: LABOR CODE REQUIREMENTS**

This Agreement includes public works as defined by Labor Code Section 1720. Accordingly, the Contractor and Subcontractor(s) are subject to California prevailing wage laws when work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California prevailing wage laws include all applicable Sections of the Labor Code (Chapter 1, commencing with Section 1720, of Part 7 of Division 2). At its own cost, Contractor shall comply with all laws, rules and regulations that pertain to Contractor's work force.

### **A. Labor Non-Discrimination**

Section 1735 of the Labor Code states that the Contractor shall not discriminate against any employee who is employed upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code.

### **B. Coordination with Federal and California Prevailing Wage Laws**

Federal prevailing wage rates are not applicable.

### **C. California Prevailing Wage Rates**

The California Department of Industrial Relations (DIR) General Prevailing Wage Determinations **2023-1** shall constitute the Prevailing Wage for the duration of the contract. Copies of the determinations can be reviewed at the Agency's Central Office (1250 San Carlos Ave., San Carlos, California 94070) or found at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

The Contractor shall post a printed copy of all applicable prevailing wage determinations in a prominent place at the work site.

The Contractor and Subcontractor(s) shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under this Agreement for all work hours specified within the applicable prevailing wage determinations pursuant to Labor Code Section 1774.

When, after investigation by the Agency or the DIR, it is established that a worker has been paid less than the applicable prevailing wage, the Contractor or Subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the Contractor or Subcontractor shall forfeit to the Agency a penalty of not more than \$200 for each underpaid worker for each calendar day, or portion thereof, during which



underpayment has occurred pursuant to Labor Code Section 1775. The Agency may withhold progress or final payments from the Contractor equal to the amount of unpaid wages and applicable penalties when it is established by the Agency or DIR that an underpayment has occurred. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

**D. Future Wage Increases**

Predetermined increases to the prevailing wage can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (\*\*) following the published expiration date. The Agency will not recognize any claim for additional compensation based on the payment by the Contractor of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the Agreement is one of the elements to be considered by the Contractor in determining the bid, and such wage increases will not, under any circumstances, be considered as the basis of a claim against the Agency with regard to the Agreement.

**E. Hours of Labor**

The Contractor and Subcontractor(s) shall comply with Labor Code Sections 1810 through 1815.

The Contractor and Subcontractor(s) shall recognize that eight hours labor constitutes one day's work. The Contractor and Subcontractor(s) shall only permit a worker to work in excess of eight hours in one day and work in excess of forty hours in one week when that work is paid at no less than one and one-half times the prevailing wage basic hourly rate of pay.

The Contractor and Subcontractor(s) shall maintain accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The Contractor and Subcontractor(s) shall make these records available for inspection by the Agency and by the DIR's Division of Labor Standards Enforcement.

When, after investigation by the Agency or DIR, it is established work has been performed in excess of eight hours in one day or forty hours in one week without appropriate compensation, the Contractor or Subcontractor(s) shall forfeit to the Agency a penalty of \$25 per day for each affected worker. The Agency may withhold progress or final payments from the Contractor equal to the amount of underpayment and applicable penalties when it is established by the Agency or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

## **F. Certified Payroll Records (CPRs)**

The Contractor and Subcontractor(s) shall comply with Labor Code Section 1776 and Title 8 of the California Code of Regulations Section 16400.

The Agency may withhold progress or final payments due or estimated to be due to the Contractor or Subcontractor whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Contract), plus any additional amount that the Agency has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against the Contractor or Subcontractor whose CPRs are delinquent or inadequate; the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Agency provides notice that the Subcontractor has cured the delinquency or deficiency.

The Contractor and Subcontractor(s) shall maintain CPRs for a period of three years following the completion of the Agreement.

### **a. Content of CPRs**

The Contractor and Subcontractor(s) shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the Contractor or Subcontractor in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

A CPR is inadequate if the CPR does not contain all the above-mentioned parts.

### **b. Timely Submission of CPRs**

The Contractor and Subcontractor(s) shall submit one CPR each week from the start of Prevailing Wage Covered Work through the completion of the work. Each CPR shall be submitted within one week from the last day of the Contractor's or Subcontractor's work week. A CPR shall be considered delinquent if the CPR has not been submitted within thirty calendar days from the end of the work week.

### **c. Additional Requests for CPRs and Other Payroll Records**

The Contractor's and Subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations Section 16000, shall be available for inspection at all reasonable hours at the Contractor's or Subcontractor's office, and copies thereof shall be provided by the Contractor or Subcontractor on the following basis:

- i. Upon request of an employee or the employee's authorized representative.
  - ii. Within ten calendar days of a written request from the Agency, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards. When copies of payroll records are not provided within ten calendar days, the Contractor or Subcontractor shall forfeit to the Agency a penalty of \$100 per worker for each calendar day or portion thereof that copies are not provided. The Agency may withhold progress or final payments from the Contractor equal to the amount of any accrued penalties. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.
- d. Submittal of Payroll Records via LCPtracker

The Contractor and Subcontractor(s) shall submit all CPRs via the LCPtracker online submittal system ([www.lcptracker.com](http://www.lcptracker.com)), unless otherwise required by the Agency. LCPtracker access is provided by the Agency free of charge to the Contractor and Subcontractor(s). Any optional interface with LCPtracker shall be at the sole expense of the Contractor. The Contractor is responsible for ensuring that all Subcontractors performing prevailing wage covered work under this agreement are registered in LCPtracker and submit CPRs.

- e. Submittal of Payroll Records to the DIR

All contractors, subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at: <https://www.dir.ca.gov/Public-Works/Contractors.html>

## **G. Apprenticeship Requirements**

Labor Code Section 1777.5(n) emphasizes that a prime contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and any Subcontractor(s) with Labor Code Sections 1777.5 through 1777.6 related to the employment of apprentices. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code Section 1777.7.

The Contractor and Subcontractor(s) shall meet the following obligations

whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

- f. Before the start of work under this Agreement, the Contractor and Subcontractor(s) shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Work. Completion and submission of Form DAS-140 may constitute sufficient notification.

Form DAS-140 can be found at:

<http://www.dir.ca.gov/DAS/DASForm140.pdf>

Information on apprenticeship programs can be found at:

<http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

- g. During work performed under the Agreement, the Contractor and Subcontractor(s) shall employ apprentices in a ratio of not less than one apprentice hour of work for every five hours of journeyman work. The Contractor and Subcontractor(s) shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the one-to-five ratio. Submittal of DAS-142 forms to request dispatch of apprentices may be required.
- h. For every hour of journeyman and apprentice labor, the Contractor and Subcontractor(s) shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.
- i. The Contractor and Subcontractor(s) shall pay a worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:
  - i. The worker is registered as an apprentice with the DAS and the Contractor has obtained written proof of his or her registration.
  - ii. The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the Contractor has obtained written proof of his or her registration.
  - iii. The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which they are training.

#### **H. Wage Kickbacks and Worker Registration Fees Prohibited**

The Contractor and Subcontractor(s) shall comply with Labor Code Sections 1778 through 1779. The Contractor and Subcontractor(s) shall not take, receive, or

conspire with another to take or receive, for his own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with the Agreement.

The Contractor and Subcontractor(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

**I. Agency Labor Compliance Program (LCP)**

The Agency operates a DIR-approved LCP for monitoring and enforcing California prevailing wage law, including the abovementioned provisions. All Prevailing Wage Covered Work under the Agreement will be subject to the requirements of the LCP. The Contractor shall post the Agency's LCP contact information in a prominent place at the work site.

Pursuant to Labor Code Section 1726, the Agency shall take cognizance of Labor Code violations committed during the execution of the Agreement. The Agency shall withhold contract payments pursuant to Section 1771.6 if violations are found.

**J. Contractor Registration for California Public Works**

Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5. For Federally funded projects, the Contractor and all Subcontractors must be registered at the time of contract award.

Submission of a Proposal by an unregistered Contractor, or listing an unregistered Subcontractor, may result in the proposal being rejected as non-responsive. Contractor registration can be completed online at the following website:

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.

An unregistered Contractor or Subcontractor who is found to have performed prevailing wage covered work under this Agreement is subject to penalties of up to \$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered Contractor who is found to have entered a subcontract with an unregistered lower-tier Subcontractor is subject to penalties of up to \$10,000. Contractor registration may be verified online at the following website: <https://cadir.secure.force.com/ContractorSearch>.

To ensure compliance with Labor Code 1773.3: the Agency shall withhold final payment due to the Contractor until:

- a. The Contractor has provided the Agency with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier

Subcontractor who performed Prevailing Wage Covered Work under the Agreement;

- b. The Agency's Labor Compliance Officer (LCO) has reviewed that the Contractor Registration Closeout Form contains all required information, has verified that all Contractors were properly registered, and has notified the Contractor that the Contractor Registration Closeout Form is acceptable, and;
- c. Thirty Calendar Days have passed since the LCO notified the Contractor that the Contractor Registration Closeout Form is acceptable. At the LCO's discretion, the thirty-day waiting period may be waived if all Subcontractors were previously identified.

**K. Compliance Monitoring by the California DIR**

This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post site notices, as prescribed by Title 8 California Code of Regulations Section 16451(d).

**L. Compliance With Concrete Delivery Legislation**

The Contractor and all Subcontractors shall comply with the concrete hauling and delivery requirements in Labor Code section 1720.9 as added by AB 219. More information on these requirements may be found at:  
[https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB\\_219\\_Fact\\_Sheet.html](https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB_219_Fact_Sheet.html)

**M. Payment of Workers Compensation**

Pursuant to the requirements of Section 1860 of the California Labor Code, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

By submitting a bid and signing this Agreement, Contractor certified it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded an Agreement, will comply with such provisions before commencing the performance of the Work of this Agreement.

**N. Safety and Health Standards**

Contractor must comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the Work under this Agreement, including without limitation Section 6500 of the Labor Code.

**O. Trench Safety**

Excavation for any trench five feet or more in depth will not begin until the

Contractor has received approval from the Agency, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least five days before the Contractor intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

**P. Prohibition Against Contracting with Debarred Subcontractors**

The Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

**END OF LABOR CODE REQUIREMENTS**

## **EXHIBIT A: SCOPE OF SERVICES**

### **1.0 BACKGROUND AND GENERAL SCOPE OF WORK**

The Rengstorff Avenue Grade Separation Project (Project) will address the safety and traffic operational issues at the Project Location.

Rengstorff Avenue is a major arterial, connecting several vital business districts to US 101 and the Central Expressway. One hundred and four Caltrain commuter trains pass through the Rengstorff Avenue at-grade railroad crossing daily. When trains cross Rengstorff Avenue, all other transportation comes to a halt, resulting in congestion, trip delays, air quality impacts, and impacts on local and regional businesses. Unsafe situations arise at the crossing on a daily basis.

The existing crossing contributes to significant delays for all modes of transportation due to long gate down times (15 minutes per peak hour or 75 minutes/day) when trains approach and cross Rengstorff Avenue. Unsafe situations arise at the crossing daily for pedestrians and cyclists, with a recent history of two pedestrian fatalities in February 2022 and July 2022 at this location, and a total four fatalities recorded at the crossing since 2018. The Project will improve safety for all modes, railway operational safety, and traffic movement along all the adjacent streets and intersections surrounding the crossing. It particularly benefits low-income residents in Mountain View due to the high concentration of low-income households located on both sides of Rengstorff Avenue between the Caltrain railway and El Camino Real.

The Project will grade separate Rengstorff Avenue from the Caltrain crossing by depressing the intersection at Rengstorff Avenue and Central Expressway below grade and leaving the crossing at approximate existing elevation in Mountain View, close Crisanto Avenue and Leland Avenue, construct Leland Connector to maintain vehicular access to the residential area and the market on the west side of Rengstorff Avenue, and construct a bicycle and pedestrian bridge parallel to the Caltrain tracks to maintain an east-west connect across Rengstorff Avenue.

Overall, the Project will improve safety for all modes, traffic flow, railway operational safety, and traffic movement along all the adjacent streets and intersections surrounding the crossing.

Additionally, Caltrain has a major service growth plan that, when combined with high-speed rail service, will increase the gate down times at Rengstorff Avenue from 15 minutes per hour to 21 – 30 minutes per hour, increase the number of trains per hour by more than 50% and increase train speed from 79 MPH to 110 MPH further impacting pedestrians, bicyclists, and motor vehicles. The barrier created by the train tracks affects resident access to the City services adjacent to and near the train crossing, including but not limited to Rengstorff Park, Rengstorff Aquatics Center, Community Center, Senior Center, and Teen Center, as well as other commercial and community services on both sides of the tracks. Train horn noise will further increase



as train service increases at the existing at-grade crossing. Eliminating the existing at-grade crossing not only remove the barrier but also improve pedestrian and cyclist connectivity to nearby key community destinations.

In addition to addressing the dangers associated with this crossing, the Project will improve traffic flow and the overall quality of life in and around the Project area. Figure 1 shows the project vicinity and Figure 2 show the project limits.

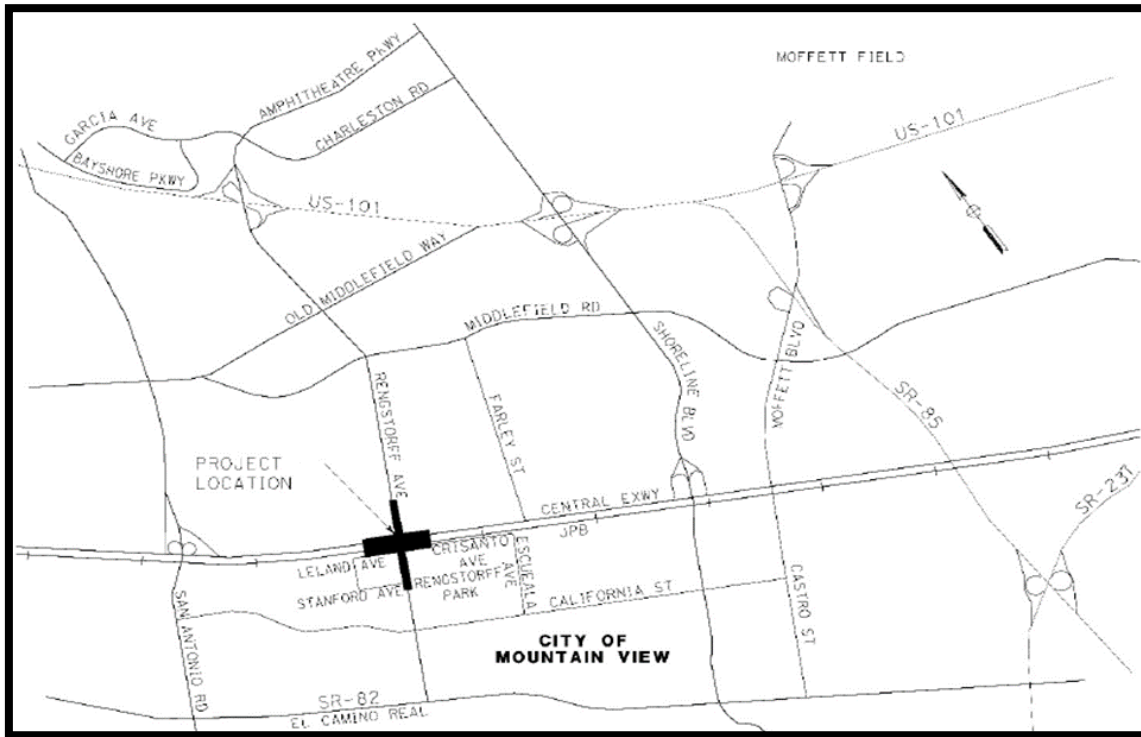


Figure 1 Project Vicinity Map

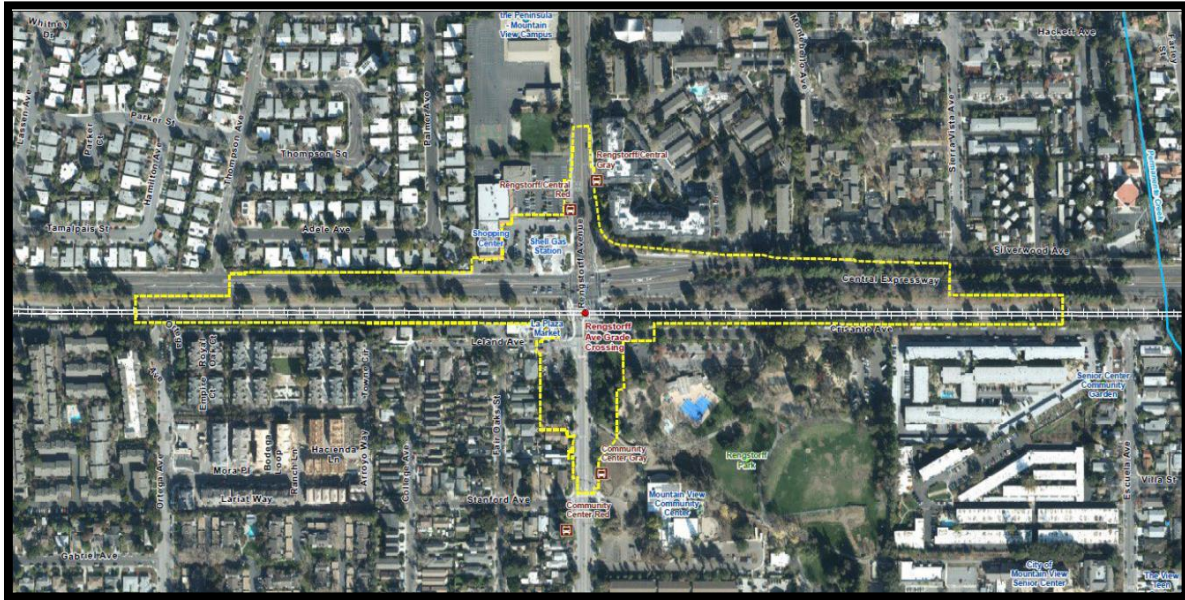


Figure 2 Project Limits

CONSULTANT shall perform Design Services for the Project, including:

**1.1 Project Delivery Method:**

The Project will be delivered using the Construction Manager General Contractor (CMGC) project delivery method. The CMGC Contractor will provide their services under a separate contract with Caltrain. The CONSULTANT shall collaborate with the CMGC Contractor to incorporate the CMGC Contractor's preferred construction means and methods and phasing into the Project design. Other collaboration requirements are included in this Request for Proposals (RFP) Scope of Work.

**1.2 Project Elements to be Designed by the CONSULTANT:**

The 35% phase of the Project was completed in October 2022. The CONSULTANT shall utilize the elements contained in the 35% Plans, Estimates, Geotechnical Report, Bridge Type Selection Report, and Staging Plan Drawings for the Rengstorff Avenue Grade Separation Project and prepare the Plans, Specifications, and Estimates and collaborate with the selected CMGC Contractor to incorporate the Contractor's input to the final design. Should Caltrain and the Contractor fail to agree on the Total Contract Price (TCP) for construction, the CONSULTANT shall prepare the final "Bid Ready" documents that would be used for the solicitation of a contractor to build the Project.

The Project proposes to eliminate the existing at-grade crossing at Rengstorff Avenue and Central Expressway through grade separation by depressing the

intersection while maintaining the Caltrain railway at its approximate existing elevation. The Project will construct:

- A Railway infrastructure and system above the lowered Rengstorff Avenue, compatible to the electrified Caltrain system;
- A temporary Shoofly to maintain rail operations during construction;
- The new realigned mainline track alignment/Overhead Contact System (OCS), accommodating future four-track system;
- A Single Span Bridge to support the railway infrastructure system compatible with the proposed electrified corridor;
- Bicycle and pedestrian enhancements along Rengstorff Avenue and crossing Central Expressway;
- A new traffic signal at Rengstorff Avenue/Central Expressway intersection;
- A Bicycle and pedestrian bridge above the lowered Rengstorff Avenue to provide east-west connection between the neighborhood and market on the west side of Rengstorff Avenue, and the Rengstorff Park on the east side;
- Leland Avenue connector roadway and new intersection to maintain vehicular access to the neighborhood and the market on the west side of Rengstorff Avenue;
- A replacement parking lot for the market on the west side of Rengstorff Avenue;
- An American with Disabilities Act (ADA)-compliant pathway between Crisanto Avenue and Rengstorff Park and the lowered Rengstorff Avenue;
- An ADA-compliant pathway between the shopping center on the north side of Central Expressway and the lowered Central Expressway;
- Utilities to be relocated;
- Retaining walls;
- Landscaping, including mitigation trees, and irrigation to enhance pedestrian experience; and
- Support public outreach by: providing exhibits including at least four renderings (may use the renderings prepared during the 35% phase with any revisions as necessary), attending community meetings and City Council/committee/commission meetings.

### 1.3 Services to be Performed by the CONSULTANT:

CONSULTANT shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the Project through the Final Design Phase with the goal to finalized construction documents for the Project. The Consultant shall identify and explain the necessity for any additional tasks not within the scope of work detailed below, include any modified assumptions, required to successfully deliver the Project. Services to be performed include:

- Collaborate with the selected CMGC Contractor to incorporate the Contractor's preferred means and methods and construction phasing approach into the final design;
- Prepare 65%, 95%, and 100% level plans, specifications, quantities, engineering estimates, and reports to support the Caltrain and CMGC Contractor TCP negotiations;
- Prepare bid-ready final plans, specifications, quantities, engineering estimates, and reports should Caltrain and CMGC Contractor fail to agree on a TCP for construction;
- Prepare traffic control plans, project phasing plans, and detour plans – overall construction staging plans including track, signal, OCS construction and sequence plans;
- Prepare Arborist Report to evaluate trees within the project site, take inventory of trees to be removed identifying Heritage and non-Heritage trees and evaluate heritage trees impact by the project for transplanting considering factors such as tree age, size, health, accessibility for removal and available of nearby locations for transplant. Consultant will work with the City of Mountain View's Arborist to develop a list of trees and approximate tree canopy for replacement of impacted trees at a 1:1 ratio for non-Heritage and 2:1 ratio for Heritage trees;
- Prepare permit documents and obtain necessary permits and approvals required from permitting agencies;
- Prepare right-of-way certification documents, right-of-way maps, and plats and legal descriptions and provide right-of-way support;
- Prepare Design plans to include signals, OCS, wayside system cabinets, utilities, track vertical and horizontal alignments, cross sections, existing and future slope grades within project limits, Slope Stake Listings, and Resident Engineer's file in accordance with Caltrain's requirements;

- Participate in a Constructability Review and prepare a construction schedule;
- Conduct periodic Project Development Team meetings with stakeholders to discuss project status, track project activities and issues that may arise. Consultant to prepare meeting agenda and minutes;
- Provide coordination of Project design oversight activities with Caltrain's Project Development and other Caltrain functional units such as engineering, quality assurance, project controls, Caltrain rail development and rail operations;
- Provide coordination of Project activities with stakeholders including, Caltrain, the Santa Clara County, the City of Mountain View, and the Santa Clara Valley Transportation Authority (VTA);
- Coordinate and collaborate with the Construction Manager General Contractor (CMGC), who will be working under Caltrain on a separate contract, and receive input while performing design tasks;
- Coordinate and collaborate with the City of Mountain View selected artist(s) to incorporate public art(s) elements in the project and any necessary foundation/support for the art;
- Provide coordination with adjacent projects including the Mountain View Transit Center/Castro Street Grade Separation and Access Project (City of Mountain View);
- Establish a Program and Procedures for Quality Control/ Quality Assurance (QC/QA) Plan and conduct independent Quality Review of documents;
- Conduct and document Quality Reviews, and make findings and corrective actions available for Caltrain and the City's review;
- Provide utility coordination and potholing. Prepare Utility Report of Investigation (ROI), Utility Agreements, and Notices to Owners. Prepare utility conflict maps and relocation alignment maps including Caltrain Signal and Fiber Optics;
- Attend community and Council/Committee/Commission meetings and prepare exhibits necessary.
- Prepare renderings of the Project (up to 4 views) along with 65%, 95% and 100% design submittals.

- Prepare an advanced bid-ready utility relocation package to relocate the utilities ahead of the Grade Separation project, and other elements that may be completed prior to the main construction;
- Prepare and coordinate application for PG&E new services;
- Prepare traffic signal timing plans including coordinating with the Santa Clara County Roads for timing parameters and implementing new timing plans in the controller/cabinet; and
- Prepare Quality Management Plan.

#### **1.4 Applicable Standards:**

- The PS&E will be prepared in accordance with Caltrain's regulations, policies, procedures, manuals and standards in place at the time of signing of the contract. The CONSULTANT may access the standards using the link below:

[https://www.dropbox.com/sh/ecg711gdvidnbev/AACkHv3wcv8dGBVYIP6\\_7\\_Xra?dl=0](https://www.dropbox.com/sh/ecg711gdvidnbev/AACkHv3wcv8dGBVYIP6_7_Xra?dl=0)

- Roadway design will be in accordance with the latest edition of the Caltrans' Highway Design Manual, the Manual of Uniform Traffic Control Devices (MUTCD), the California Supplement to the MUTCD, County Roads and Airport guidelines and the City guidelines/regulations as appropriate and with consideration of the National Association of City Transportation Officials Urban Street Design Guide.
- Design plans will be prepared in conformance with the current editions of Caltrain CADD Manual.
- PS&E will be prepared in conformance with the current editions of the Caltrain Plans, Specifications and Estimates Guide, Standard Plans and Standard Specifications.
- Surveys shall conform to the current Caltrans Surveys Manual. The Geodetic Datum shall be CSRS Epoch 2017.5 (NAD 83, NAVD 88)
- Phases of design of improvements which impact existing or proposed underground utilities will conform to Caltrain' procedures
- Right-of-way appraisal maps will conform to the current Caltrain, City and County's Right-of-Way regulations as appropriate.
- Any exceptions to applicable design standards will be approved by Caltrain, the City and the County as appropriate.

## 2.0 **DETAILED SCOPE OF WORK**

The Detailed Scope of Work is divided into eleven tasks, numbered 1 through 11, which are summarized below.

### **SCOPE OF WORK**

- TASK 1 Project Management and Coordination (Required)
- TASK 2 PS&E Support (Required)
- TASK 3 65% PS&E Phase (Required)
- TASK 4 95% PS&E Phase (Required)
- TASK 5 100% Draft PS&E Phase (Required)
- TASK 6 Final PS&E Phase (Required)
- TASK 7 Right of Way Support (Required)
- TASK 8 CMGC Contractor Price Proposal Review, CMGC Contractor TCP Negotiations and Coordination (Optional)
- TASK 9 Design Support During Utility Relocation and Right of Way Services (Optional)
- Task 10 Design Support During Construction (DSDC) (Optional)
- Task 11 Prepare As-Built Plans (Optional)

A detailed description of these tasks, subtasks and list of deliverables are presented below.

### **TASK 1. PROJECT MANAGEMENT AND COORDINATION**

CONSULTANT shall provide project management and coordination services for each task for the duration of the Project (assumed to be 24 months). Management activities shall consist of administration, coordination, attending meetings, scheduling and quality control as stated in the following paragraphs. The scope includes the preparation of a project management plan for the project. This project management plan defines the roles and responsibilities of team members including subconsultants and subcontractors, task scopes, budgets, schedules, communications, and project staff contact information. The project management plan is organized into the following main sections: (1) Project Initiation, (2) Planning, (3) Executing, (4) Controlling and monitoring, and (5) Closing.

Consultant shall support the coordination of planning and engineering design development activities with all project stakeholders, including impacted public and private utilities, the City of Mountain View Santa Clara County, and directly impacted property owners for compatible design and phasing of construction with existing or planned conditions. Key stakeholders include the City of Mountain View, County of Santa Clara, third party utility owners, Caltrain Operations and Safety, local businesses and homeowners, if applicable.

Consultant shall coordinate design of the Project with active City of Mountain View projects, including the Transit Center Grade Separation and Access Project. Consultant shall also coordinate with a City-selected artist for public art installation as a project element.

#### **TASK 1.1. PROJECT ADMINISTRATION AND COORDINATION**

CONSULTANT shall supervise, coordinate and monitor planning and design for conformance with Caltrain' standards and policies. This will include contract administration; subcontract procurement a (Caltrain Construction Management Office Review) management; task, schedule and& cost monitoring; management of the project management plan; and weekly staff coordination. CONSULTANT shall submit project deliverables to Caltrain for review.

#### **TASK 1.2. SCHEDULING**

CONSULTANT shall prepare detailed Critical Path Method (CPM) baseline schedule for the project and maintain the schedule, in consultation with the City, Caltrain and the CMGC Contractor. Baseline schedule shall be referenced. The schedule shall be submitted to Caltrain and shall be updated during the life of the project, typically once per month, in collaboration with the CMGC. The CONSULTANT shall adhere to the following procedure:

Submit Monthly Progress Reports, develop and maintain complete CPM schedules for all the detailed scope of work. The schedule shall be in Primavera P6 format latest Version including Work Breakdown Structure (WBS) level of detail to be agreed to by the Agency Project Manager (PM).

Develop and Submit a Baseline Schedule with following guidelines:

1. The Baseline Schedule shall be a CPM schedule prepared using a Primavera P6 software latest version. The Baseline Schedule shall be submitted as part of first order of work.
2. The Baseline Schedule shall include the entire scope of work through



the end of Contract time. The Baseline Schedule shall show the order in which the CONSULTANT proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the CPM to determine the controlling operation or operations. The CONSULTANT shall ensure that activity sequences are logical and that the Baseline Schedule shows a coordinated plan for complete performance of the work. Requirements and events which impose limitations, and dates and milestones which constrain the time, shall be clearly identified, justified, and documented.

3. The Baseline Schedule shall be developed using commonly agreed best practices such as: no open-ended activities, minimize activity date constraints, no negative float, no negative lag (leads), no long lags, no long activities (> 44 working days), no long floats (> 44 working days), no Start to Finish relationships, no split activities, and others. Any exceptions required to be clearly identified, justified, and documented.
4. The Baseline Schedule shall be cost loaded to the contract award amount with enough details to align progress reporting with invoice payment requests through the contract Cost Proposal. Resource loading the schedule with units/time resources for specific WBS elements, or the entire contract shall be required to provide physical progress/performance measurement:
  1. The Primavera P6 baseline shall be cost loaded using the individual lines in the Cost Proposal as resources. All positions or roles (Project Engineer, CAD Technician, Project Manager, Survey Technician, QC Reviewer, etc.) involved in the scope of work shall be listed as individual lines in the Cost Proposal.
  2. All resources (for cost loading or improved progress measurement) shall follow the resource hierarchy established by Caltrain in Primavera P6. The resource hierarchy will be provided to the CONSULTANT before the CONSULTANT works on the baseline.
  3. The use of special calendars (those not originally included in Primavera P6), any activity codes, and resource codes needs to be clearly identified, documented, and justified.
  4. The Data Date for the Baseline Schedule shall be the date of the NTP.
  5. All the important milestones for the contract should be included. The list of milestones shall be provided by the project team before the CONSULTANT works on the baseline. The list of milestones

will be the basis for schedule reporting for high-level management.

6. Float or slack shall not be considered as time for the exclusive use of or benefit of either Caltrain or the CONSULTANT but shall be considered as a jointly owned expiring resource available to the project and shall not be used to the financial detriment of either party. The CONSULTANT shall not create artificial schedule activities that eliminate any or all float in the project schedule.

Deliverable: Baseline Schedule Submittal

### **TASK 1.3. AGENCY/SUBCONSULTANT COORDINATION**

CONSULTANT shall coordinate with the design team, subconsultants and all involved agencies including, those shown below for timely flow of information. CONSULTANT shall prepare an encroachment permit application for conducting design field activities for the approval of the County, the City or Caltrain depending on where the work activities take place.

- City of Mountain View (City)
- County of Santa Clara (County)
- Caltrain (offices, departments, divisions and groups as directed by Caltrain Project Delivery/Rail Development, Engineering, and TransitAmerica Services, Inc. (TASI))
- Santa Clara Valley Transportation Authority (VTA)
- San Francisco Bay Regional Water Quality Control Board (RWQCB)
- California Public Utilities Commission (CPUC)
- Private property owners and developers (CONSULTANT to prepare draft materials and City to coordinate)
- Affiliated utility companies within the project limits

### **TASK 1.4. KICK-OFF, CALTRAIN, CITY AND CMGC COORDINATION MEETINGS**

Following Notice to Proceed, CONSULTANT shall conduct a Project Kick-Off meeting (assume 1 meeting) with the City, Caltrain, County and project stakeholders. Project scope, team organization, communication

procedures, design schedule, critical activities, design data needs and project deliverables will be discussed.

CONSULTANT shall conduct monthly Project Development Team (PDT) meetings (assume 24 meetings). This shall include preparation and submittal of agenda, preparation and submittal of Data Request Logs, and preparation of meeting minutes for each PDT Meeting, distribution of meeting minutes and development of action items list. The agenda shall be submitted at least one week prior to the meeting and the meeting minutes/action items shall be submitted within one week after the meeting, allowing one time for comments to be received on the draft meeting minutes. Final meeting minutes shall be prepared and distributed, incorporating any relevant comments received on the draft meeting minutes.

CONSULTANT shall attend up to 24 coordination/technical review/project status meetings.

#### **TASK 1.5. TECHNICAL MEETINGS**

CONSULTANT shall attend meetings (assume 36 meetings) such as design coordination meetings, workshop meetings, utility meetings, comment review sessions, and safety review meetings with the City, County, the CMGC Contractor, Caltrain and other affected agencies to resolve issues. Meetings shall be held during the performance of each task or as needed by CONSULTANT, Caltrain, the City or other agencies. This shall include preparation and submittal of agenda and meeting notes for each meeting. CONSULTANT shall also attend bi-weekly meetings (assume 48 meetings) with stakeholders and the CMGC Contractor.

#### **TASK 1.6. COORDINATION WITH CONSTRUCTION MANAGER GENERAL CONTRACTOR (CMGC)**

The CMGC Contractor will be under a separate contract with Caltrain. Therefore, the CONSULTANT shall coordinate with the CM/GC Contractor team throughout the preparation of final design documents. Upon authorization by Caltrain, the CONSULTANT shall provide design support during the PS&E development. Specifically, the CONSULTANT shall coordinate and collaborate with the CM/GC Contractor for the pre-construction activities as noted below. CONSULTANT is still responsible for finalized PS&E for all phases of the project and still assumes a two-year final design period.

The CMGC Contractor shall be included in the CONSULTANT's meetings and shall support the evaluation of construction and constructability issues, construction phasing, and/or materials and

services procurement. The CONSULTANT shall coordinate its design efforts with Caltrain and the CMGC Contractor including, but not limited to:

1. Providing documents for review;
2. Meeting with CMGC Contractor;
3. Collaborating with the CMGC's proposed preferred construction means and methods;
4. Collaborating with the CMGC Contractor's proposed construction phasing plan;
5. Participating in CMGC Contractor's design and construction task force meetings;
6. Identifying risk items and proposing risk assignment or mitigation options;
7. Identifying potential sub-contractor opportunities especially small, local sub-contractor firms;
8. Creating and delivering the community involvement plan;
9. Reviewing and adjusting the design milestone Engineer's Estimate with the Independent Cost Estimate and the CMGC Contractor's Estimate;
10. Identifying and delivering advanced utility relocation package;
11. Providing project construction permitting requirements and schedule of construction permitting activities;
12. Receiving input from the CMGC contractor and preparing a Site Safety Plan;
13. Receiving input from the CMGC contractor and prepare a Quality Control Plan ;
14. Receiving input from the CMGC contractor and preparing a Site Access and Control Plan (site security, traffic, pedestrian access, parking, noise and vibration, hoisting equipment, survey, etc.);
15. Receiving input from the CMGC contractor and preparing Site staging including construction offices, laydown and work areas, temporary facilities and utilities;

16. Assisting in evaluating CMGC Contactor design, means and methods, and construction phasing recommendations;
17. Evaluating alternative construction or design proposals and Value Engineering initiated by the CMGC Contractor;
18. Assisting in early procurements (structural steel, early utilities);
19. Reviewing contract price proposal based upon the 95% Design – permit review and Total Contract Price (TCP) set review;
20. Reviewing a list of submittals that the contract documents require the CMGC Contractor to deliver to Caltrain;
21. Providing a preconstruction project manager;
22. Incorporating on-going final design input;
23. Preparing Diversity Contracting Plan;
24. Providing Value Engineering Report;
25. Preparing Conduct of Construction Plan;
26. Providing Detailed Schedules (total project, focus areas as needed);
27. Preparing or Reviewing Interface Management Plan;
28. Providing 65%, 95%, 100% and Final PS&E phase. 100% and Final PS&E phases required only if TCP negotiations are not successful;
29. Preparing Early bid Packages, Long-Lead Early Procurement Report;
30. Reviewing Construction Contracting Plan;
31. Reviewing Construction Schedule;
32. Preparing Costs Estimates (65%, 95%, and IFC) – IFC required only if TCP negotiations are not successful;
33. Receiving input from the CMGC contractor and preparing the following:
  - a) Cost Estimates (support alternative analysis);
  - b) Construction Safety and Security Plan;
  - c) Receiving input from the CMGC contractor and prepare a

Construction Quality Control Plan;

- d) Receiving input from the CMGC contractor and prepare a Construction Contaminated Media Management Plan;
- e) Construction Workforce Training and Hiring Plan; and
- f) Receiving input from the CMGC contractor and prepare a Environmental Compliance Plan (storm water, erosion control).

The CMGC Contractor will lead efforts to define staging areas and other features associated with project construction. At Caltrain's direction, the CONSULTANT shall coordinate with the CMGC Contractor's preparation of staging area plans, traffic detour plans (including truck, bicycle, and pedestrian routing), construction phasing plans, temporary facilities needed to support individual phases of construction, access plans for business and residences, temporary parking areas, temporary utility connections for affected properties, and temporary signage plans. The CONSULTANT shall incorporate the agreed upon inputs from CMGC in each milestone submittals.

Deliverables: Review of CMGC Contractor's cost proposal; Comprehensive list of required submittals due to Caltrain from the CM/GC Contractor (The CONSULTANT shall deliver that list to Caltrain and notify Caltrain of any long lead-time items for the construction contractor).

#### **TASK 1.7. INVOICES/PROGRESS REPORTS**

CONSULTANT shall prepare and submit monthly progress reports, updated CPM schedules, Engineering Progress and Performance Report (EPPR) and invoices in accordance with Caltrain's requirements. Control of project costs shall be accomplished by monitoring on a task level basis. Monthly invoices shall consist of a cover letter, a monthly progress report, an EPPR, summarized at the major task level, providing budget, billed amount and balance, and Earned Value, an additional sheet detailing the costs per each subtask for the period, and a summary of the CONSULTANT labor, other direct costs (ODCs) and subconsultant/subcontractor expenses. In addition to the EPPR, each invoice shall contain a detailed cost report of all labor and expenses, produced by CONSULTANT's accounting system, subconsultant and subcontractor invoices, and receipts or other proof of expenditure for any other expenses and time-sheets showing the number of hours worked for the period.

CONSULTANT shall prepare and submit monthly progress reports, updated CPM schedules, EPPR and invoices in accordance with

Caltrain's requirements. Control of project costs shall be accomplished by monitoring on a task level basis. Monthly invoices shall consist of a cover letter, a monthly progress report, an EPPR, summarized at the major task level, providing budget, billed amount and balance, and Earned Value, an additional sheet detailing the costs per each subtask for the period, and a summary of the CONSULTANT labor, ODCs and subconsultant/subcontractor expenses. In addition to the EPPR, each invoice shall contain a detailed cost report of all labor and expenses, produced by CONSULTANT's accounting system, subconsultant and subcontractor invoices, and receipts or other proof of expenditure for any other expenses and unaltered time-sheets except redaction of specific project identification of project of other agencies.

Following information shall be included in the Monthly Progress Reports:

Submit written Monthly Progress Reports to the Project Manager, which shall include the following information:

1. At the end of each reporting period, the CONSULTANT shall prepare a Progress Report Submittal that includes a Progress Schedule, a written Progress Narrative, and the corresponding invoice documents for the period.
2. The Progress Schedule shall be based on the approved Baseline Schedule and progressed to the end of the reporting period. This Progress Schedule should be submitted to the Owner in Primavera P6 in a version approved by Caltrain (XER format and PDF). The progress reported must be consistent with the cost proposal. No progress payment will be made without an approved Progress Schedule.
3. Progress will be measured on an Earned Value (EV) basis and performance will be measured against the approved Baseline Schedule. Modifications shown in Progress Schedule: The CONSULTANT may include modifications such as adding or deleting activities, changing activity constraints, durations, change in activity calendars or logic. The CONSULTANT shall state in writing the reasons for any of these changes to planned work. If any proposed changes in planned work would result in changes to the Critical Path or near Critical Path, or any of the important milestones, then the CONSULTANT shall submit a time impact analysis.
4. The Progress Schedule shall include actual work performed and any changed logic relationships of out-of-sequence activities to reflect actual work sequence.
5. The Progress Schedule shall include updated estimates of all

remaining work.

6. Requirements and events which impose limitations, and dates and milestones which constrain the time in the Progress Schedule, shall be clearly identified.
7. Progress Narrative Report: Submit Narrative Report containing detailed comprehensive descriptions of the following information with every Progress Schedule submittal:
  - a. Description of work completed during the reporting period, including progress made on activities on the current critical path.
  - b. Status of major activities on the current critical path, including percent complete, and amount of time ahead or behind schedule. Provide description and explanation of any delays encountered during the reporting period, including impacts on other activities, milestones, and completion dates.
  - c. Description of the current critical path.
  - d. Explanation of changes to the critical path, including changes to logic or activity durations, and scheduled completion date since the last schedule submittal. Include explanation of work activities performed out of sequence from the approved schedule.
  - e. Explanation of any lack of work on activities on the critical path during the reporting period.
  - f. Issues that are impacting and risk events that may impact the scope, budget, or milestone completion dates of deliverables.
  - g. Description of proposed corrective actions and schedule adjustments to mitigate delays and bring the project back on schedule.
  - h. Status of permits, change orders, submittals, potential claims, time adjustments, non-conformance reports, and any other pending items on the current critical path.
  - i. Description of activities on the critical path to be performed in the next update period.
  - j. Any other information pertinent to the status of the project as determined by the CONSULTANT or requested by the Engineer.
8. Scope of work: Issues that may affect the scope of work.



9. Budget Progress: Report actual and planned expenditures. Compare them with the progress report and discuss any obvious discrepancies. Include backup documentation for the invoiced services.

Caltrain's Project Manager shall be notified in writing, on a task-by-task basis, when 80 percent of the budget has been spent for each subtask under Task 3, Final Design. The notification shall be made at the time when 80 percent expenditure has been accrued for a particular subtask and it shall not be delayed until invoice submittal. Monthly Progress Report shall be submitted 5 days before invoice is submitted for review or by 25th day of the month.

**Deliverable: Monthly Progress Report including Progress Report Submittal and Progress Narrative Report**

All invoices shall be prepared as follows:

1. Invoices shall be submitted for a specific period and shall be consistent with the progress reported in the corresponding Progress Report Submittal and Progress Narrative Report.
2. Together with the invoice, a Cost Proposal Update shall be included with updated amounts for each line item for: cumulative actuals (total billed to date), actual this period (this period billing amount), and remaining amount.
3. The Cost Proposal Update shall include any amendments and shall reflect the current total contract amount.
4. The CONSULTANT shall notify in writing when 80 percent of any line-item budget in the Cost Proposal has been accrued.
5. Monthly Progress Report shall be submitted on 30th day of the month.

**Deliverables: Monthly Invoice and supporting documentation**

**Task 1.8 Other Project Requirements**

The CONSULTANT shall perform the following:

1. CONSULTANT shall provide submittals for project-specific design phase Project Management Plan (PMP) and Quality Management Plan (QMP) as part of the first order of work. Caltrain will review and provide comments on PMP and QMP. CONSULTANT shall revise submittals in accordance with Caltrain's comments and provide final submittals within 2 months after issuance of the Notice to Proceed

(NTP).

2. Provide the Quality Management Plan (QMP) and comply with Caltrain's QC/QA requirements:
  - a. Include specifications that have been edited and tailored in their application and applicable standards that define quality and workmanship. Trade names, manufacturer brand names, proprietary specifications or systems that restrict competition shall not be permitted without written authorization from Caltrain's Project Manager.
  - b. Contain requirements for inspection and testing procedures to be included in documents produced by the CONSULTANT.
  - c. Address Design Reviews:
    - i. The CONSULTANT shall review documents on a continual basis. Qualified Design Team personnel other than those who originated the design shall attend these reviews. Caltrain's Project Engineers, Department Managers, City of Mountain View Staff, County of Santa Clara Staff, Santa Clara Valley Transportation Authority and Representatives of other local and private jurisdictions may participate in these reviews. The purpose of these reviews shall be to verify the design, check calculations, review constructability, evaluate permit compliance, assess compatibility with existing facilities or planned development, and to ensure adequate coordination between design disciplines.
    - ii. In addition to the design reviews coordinated by the CONSULTANT, Caltrain will organize formal design reviews following 65% and 95% Design Document submittals. Qualified Design Team personnel other than those who originated the design shall attend these reviews. Caltrain's Project Engineers, Department Managers, City of Mountain View Staff, County of Santa Clara Staff, Santa Clara Valley Transportation Authority and Representatives of other local and private jurisdictions may participate in these reviews. The purpose of these reviews shall be to verify the design, check calculations, review constructability, evaluate permit compliance, assess compatibility with existing facilities or planned development, ensure adequate coordination between disciplines, assess ADA compliance, operational safety, coordination between contract packages, etc. The CONSULTANT shall document all comments received and actions taken, including justifications for not including

suggested revisions. Final deliverable shall include a quality control stamp verifying an internal quality audit that all documents have been reviewed by the Design Team and its submitted comments. Hard copies with markups and certified and corrected or blue beam with comment resolution. Five step quality control check QA/QC: 1 is originator, 2 is checker, 3 is back-checker, 4 is updater and 5 is re-checker.

- d. Caltrain may conduct audits of the CONSULTANT and any Subconsultant during the performance of the work. CONSULTANT shall provide access and assistance to Caltrain's auditor as necessary.
3. Monitor and ensure compliance with design codes and standards, including but not limited to City of Mountain View, County of Santa Clara, Caltrain, (Caltrans, Highway Design Manual (HDM) and American Association of State Highway and Transportation Officials (AASHTO) when their seismic and structural codes are used for design and construction as appropriate).
4. Organize comment resolution meetings and manage comment resolution.
5. Provide document control that is in compliance with Caltrain's document control and record system.
6. Provide drawings (AutoCAD) and specification format control within standards and in compliance with Caltrain's requirements.
7. Develop Storm Water Pollution Prevention Plan (SWPPP) and storm treatment design and document. Provide support to Caltrain's environmental team for permit application in compliance with Caltrain's requirements.
8. Develop ROW acquisition needs and required documents and provide support to Caltrain's ROW certification.
9. Update utility conflict/impact matrix. Coordinate with utility owners to confirm utility owner's relocation plan, cost sharing, rights, and schedule. Collaborate with the CMGC Contractor to update the utility conflict/impact matrix.
10. Attend outreach meetings and provide support to the outreach program, including but not limited to providing project information, plans, and exhibits.
11. Coordinate with City, County, impacted business and property

owners as well as Agency's operations to develop traffic control plans on City and County roadway and track shutdown and signal cutover plan.

12. Coordinate with the first responder for fire/life/safety requirements if applicable.
13. Caltrain's obligations include, but not limited to, requirements under inter-agency agreements, ROW certification, permits, licenses, concurrent review period among stakeholders (City of Mountain View and VTA requires five (5) weeks of review time, and County requires ten (10) weeks of review time, as well as Caltrain Engineering and Operations perform concurrent review.
14. Field investigations such as geotechnical, utility potholing, surveying, etc. as required.
15. Create a Technical Working Group (TWG) consisting of representatives from Caltrain, City of Mountain View, VTA, County, CMGC Contractor, and other key stakeholders and hold monthly meetings to discuss progress of the project and unresolved issues. CONSULTANT shall prepare meeting agenda and minutes for the TWG meetings.

**Deliverable: Items 1 through 15 as mentioned above.**

#### **TASK 1.9. PROJECT FILING AND QUALITY CONTROL**

CONSULTANT shall prepare a project specific quality control plan for design services. The plan shall include performing in-house quality control reviews for each task and coordinating work for quality, accuracy and consistency of all documents. CONSULTANT shall develop and maintain a Project Filing system for hard copies and electronic copies per Caltrain's standard requirements.

#### **TASK 1.10. RISK MANAGEMENT PLAN**

CONSULTANT shall prepare a Risk Management Plan (RMP) in collaboration with the CMGC Contractor for the Project to address potential issues, such as potential delays to critical path studies or reviews and discovery of additional data needs or unforeseen site conditions. It shall include risks determined during the Preliminary Engineering (35%) Phase of the Project and will be incorporated into the new Caltrain RMP format. Typical components of an RMP include: (a) identification of project risks, (b) analysis of risks by probability of occurrence and impact to cost and schedule, (c) prioritization of risk, (d) development of risk response strategies, and (e) execution of the RMP

by closely monitoring project progress. The RMP will be reviewed, updated, and distributed on a quarterly basis. The CONSULTANT is responsible for the RMP up to the 95% design milestone. At the 95% design milestone, the CMGC Contractor will take over responsibility for the RMP, if a Total Contract Price negotiation is successful.

### **TASK 1.11. HEALTH AND SAFETY PLAN**

The scope of work includes the preparation of a project-specific Health and Safety Plan (HASP) by CONSULTANT in collaboration with the CMGC Contractor, which summarizes health and safety hazard information for activities conducted by CONSULTANT during environmental, asbestos/lead-based paint and geotechnical investigations, and other fieldwork associated with the Project. The elements and requirements of the HASP shall also apply to all CONSULTANT subcontractor employees and CONSULTANT-sponsored visitors. However, the HASP is not intended to encompass the scope of work that individual contractors are engaged in, nor is it designed to supply non-CONSULTANT employees with all the information they need to perform their jobs safely. All CONSULTANT subcontractors are responsible for their own work, their own health and safety, and for ensuring that they and their employees obey all applicable laws, regulations, Caltrain Safety Policy and Procedures, and requirements for operations at the site.

#### **TASK 1 DELIVERABLES**

- CPM Design Schedule
- Correspondence and memos
- Encroachment Permit Application
- Agendas, meeting minutes and meeting packages
- Invoice Packages, including Progress Reports
- Quality Control Plan
- Risk Management Plan
- Health and Safety Plan

### **TASK 2. PS&E SUPPORT**

Task 2 will consist of compiling and reviewing existing data pertinent to the Project. Also included are planning phase activities, identifying and

requesting supplemental information such as surveys, conducting site visits/field review/field trips, coordination with adjacent projects, and obtaining information and requirements related to utilities, right-of-way, permits and geotechnical conditions. CONSULTANT activities shall include the following:

#### **TASK 2.1. DATA COLLECTION & SITE RECONNAISSANCE**

CONSULTANT shall obtain and review available data and information necessary for the final design of the Project. This information shall be obtained from the City, Caltrain, County, local agencies, utility companies, or other organizations. Data to be collected and reviewed includes the following:

- Caltrain, City and County as-built plans for roadway, rail, utility and electrical plans;
- City, County, and Caltrain improvement plans;
- Private and public utility information;
- Sign inventory from Caltrain, County and the City;
- Right-of-way information;
- Environmental documents;
- Pertinent historical correspondence;
- Pavement Condition Report;
- Traffic Accident Data;
- Traffic Signal and Controller Data; and
- Traffic flow diagrams for the design year showing AM, PM, and ADT volumes for Rengstorff Avenue, Central Expressway and proposed detour routes

#### **TASK 2.2. FIELD SURVEYS**

CONSULTANT shall provide supplemental field surveys for design, which shall include additional surveys necessary to confirm mapping accuracy, topographic surveys necessary to complete the design, including cross sections, verifying existing utilities and drainage facilities, railroad infrastructure elevations and alignments, pavement elevations and locations, pavement conforms, vertical clearances,

obstructions, tree survey locations, lighting fixtures, fences, retaining walls, creeks, drainage swales and ditches and other features necessary to complete the design. Also, perform field surveys to locate features for both railroad and roadway infrastructures such as rails, railroad/ballast slopes, drainage infrastructure, electrification infrastructures, curbs, walkways, edge of traveled way and other critical existing features. This proposal assumes a budgetary amount of ten (10) field days for this work, including additional office surveying support time (which is approximately equal to the field time).

Surveys shall conform to the current Caltrans Surveys Manual. The Geodetic Datum shall be CSRS Epoch 2017.5 (NAD 83, NAVD 88)

### **TASK 2.3. GEOMETRIC REFINEMENTS**

This task shall refine the design files to serve as background and basis for developing the PS&E (Task 3.2). Master Geometric Electronic files shall be refined based on the results of the ground survey work to establish the final vertical and horizontal alignment of the project and to identify any design exceptions from Caltrain, the City or the County. The preliminary design shall be checked for potential conflicts with existing facilities or deviations from the project design criteria and design standards. Structure location and limits, right of way requirements, coordination of above and below ground utilities, stage construction, traffic handling, and environmental constraints shall be collectively considered in this effort.

The drawings shall include the following information:

- Track horizontal and Vertical alignment and clearances
- Electrification details/location of OCS poles
- Roadway Horizontal and vertical alignment and clearances
- Public roads, streets, creeks, channels, and major developments
- Bridge and retaining walls
- Shoofly alignment details
- Right-of-way lines with access control and access locations
- Layout lines

## **TASK 2.4. GEOTECHNICAL INVESTIGATION AND TESTING**

CONSULTANT shall evaluate the geotechnical conditions for the Project. The geotechnical investigation program shall:

- Review the Preliminary Geotechnical Report and extract relevant information in order not to repeat the already completed work.
- Characterize the site-specific subsurface soil and groundwater conditions that can be expected at the foundation locations for the proposed abutments, retaining walls, sign structures, and for the pavement sections.
- Characterize and provide recommendations for the mitigation of geologic hazards which might affect the proposed retaining wall.
- Provide geotechnical engineering recommendations for design of the foundations of bridge structures and retaining walls

The specific scope of work for the geotechnical investigation program shall be:

- Perform site reconnaissance to finalize the exploration locations and access routes.
- Prepare project-specific Geotechnical Investigation Work Plan.
- Obtain subsurface drilling permit from County/City/Caltrain to conduct geotechnical explorations and sampling.
- Drill exploratory borings and Cone Penetration Tests (determine the appropriate number borings and tests and the depths) at the proposed foundation locations for the bridge structures and retaining walls including determination of local groundwater level.
- Collect bulk soil samples to an appropriate depth to explore the subgrade of new structural pavement at appropriate number of locations.
- Obtain representative soil samples from the explorations.
- Conduct geotechnical laboratory testing on representative soil samples.
- Perform geotechnical engineering analyses in order to develop recommendations for the design of foundations of the proposed bridge structures and retaining walls, sections for new pavement,



and for mitigation of geologic hazards; specific engineering analyses shall include:

- Prepare Foundation Report for bridges and retaining walls in accordance with current Caltrain guidelines.
- Prepare Geotechnical Design and Materials Report for pavements.
- Document all findings and present recommendations in the geotechnical reports.

Borings shall be sampled as the drilling progresses with the Standard Penetration Test, modified California, and/or Shelby tube samplers, at appropriate intervals (closer intervals if changes in material type are observed). Below a depth of 50 feet, sampling may be increased to 10-foot intervals. All sampling and logging of the soils shall be in accordance with Caltrans' Soil & Rock Logging Classification, and Presentation Manual. Traffic control pursuant to standards shall be provided by CONSULTANT during the exploration, where needed. Clearance of underground utilities shall be based on USA and private utility locate services where appropriate.

All soil cuttings generated during the drilling of the borings will be placed in drums, sampled for possible contamination, and disposed of off-site following reception of the analytical testing results and acceptance of the materials for disposal at a nearby Class 2 landfill. If analytical results indicate that the soil cuttings cannot be disposed of at a nearby Class 2 landfill, further testing and analysis may be required to dispose of the container of soil at an appropriate facility. CONSULTANT assumes that Caltrain or City will sign any hazardous waste manifests for off-site soil disposal. CONSULTANT shall use a licensed hazardous waste transporter subcontractor and shall oversee the pick-up of all the generated drums associated with the hazardous materials investigation.

All explorations shall be backfilled per the City/County/Caltrain requirements depending on the location.

Geotechnical laboratory tests shall be completed to evaluate the index and strength properties of the recovered samples and may include moisture content/dry density, Atterberg limits, sieve analysis, hydrometer analysis, unconfined compressive strength, swell potential, consolidated undrained triaxial compression, consolidation on compressible clays and "R" value for pavement design.

## **TASK 2.5. UTILITY IDENTIFICATION AND VERIFICATION**

CONSULTANT shall verify that known utility information including Caltrain signal and fiber shown on plans and other documents prepared by CONSULTANT are current and have been coordinated with the utility companies, the City, Caltrain, Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator.

Existing utilities shall be located using the latest as-builts, visual inspection of surface features, and other available data. Where required, potholing shall be conducted to positively identify utilities, including the high-risk utilities. CONSULTANT shall locate and map existing utilities that potentially conflict with the proposed improvements, and prepare utility conflict maps identifying the accommodation, protection, relocation or removal of the existing facilities that conflict with the construction of the Project or that violate Caltrain encroachment policy including utility relocation design plans. These relocation plans shall be submitted to affected utility owners for coordination, input, and to obtain their design for the facilities that they are responsible for required relocation. CONSULTANT shall provide copies of the utility conflict maps, relocation plans, proposed notices to owners, report of investigations and agreements for Caltrain's Utility Coordinator for concurrence prior to issuing the notices to owners and executing utility agreements.

Utilities that are required to be positively located shall be potholed, reference surveyed and plotted. Appropriate number of potholes and electronic probing may be planned for budgeting purposes.

CONSULTANT shall perform the following activities:

- Pothole and verify utility locations, and provide horizontal and vertical surveying;
- Coordinate utility impacts and relocations caused by the proposed construction;
- Prepare utility agreements, including utility relocation claim letters, Notice to Owners, utility relocation design plans, and utility conflict maps;
- Develop utility plans (U- drawings) that indicate utilities to be relocated and utility envelope plans that includes Caltrain signal and fiber survey identifications and relocations; and
- Collaborate with the CM/GC Contractor to conduct early utility relocation work.

## **TASK 2.6. DESIGN REPORTS**

CONSULTANT shall prepare Design Reports for railroad highways and structures, and provide design interface information to the other design sub-consultants for preparation of these reports. The reports shall utilize applicable existing information, including information generated from the Preliminary Engineering (35%) phase. The submittals shall contain sufficient design calculations and information based on currently available Caltrain' design criteria.

CONSULTANT and/or their Sub-CONSULTANT shall prepare and submit with the following Design Reports, as indicated:

### **TASK 2.6.1. STORM WATER DATA REPORT**

CONSULTANT shall prepare a 65% PS&E-level Storm Water Data Report summarizing the Project impacts to water quality, general mitigation measures, and recommended Best Management Practices (BMPs) consistent with current Caltrain/City/County requirements for PS&E phase and the current Regional Water Quality Control Board Regional Stormwater Permit requirements. The study shall address the impacts from roadway improvements, utilizing standard checklists. The report shall also address the need for erosion control measures and document the decision-making process relating to the implementation of Treatment BMP's within the project limits. This shall include risk assessment to determine the combined sediment and receiving water risk.

Under this task, CONSULTANT shall prepare a conceptual storm-water pollution prevention plan (CSWPPP) for Caltrain, County and the City's review and approval.

### **TASK 2.6.2. DRAINAGE AND HYDROLOGY REPORT**

CONSULTANT shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems. The Drainage Report shall include design calculations to assess the need for drainage improvements. The results and design recommendations shall be summarized in the Drainage Report.

The drainage report prepared by CONSULTANT shall include the following:

- Evaluation of the existing conditions
- Unusual and special conditions

- Drainage mapping
- Hydraulic analysis
- Proposed systems
- Innovative flood mitigation design
- In addition, the CONSULTANT shall prepare a flood mitigation study to address the potential flooding at the Rengstorff Avenue/Central Expressway intersection area.

#### **TASK 2.6.3. FOUNDATION REPORTS/LOG OF TEST BORINGS**

CONSULTANT shall prepare and submit a Foundation Report for the non-standard retaining wall prepared and signed by an Engineering Geologist or Geotechnical Engineer registered in California.

#### **TASK 2.6.4. GEOTECHNICAL DESIGN AND MATERIALS REPORT**

- CONSULTANT shall prepare a Geotechnical Design and Materials Report to include the following information:
- Seismicity
- Geology
- Log of Test Borings
- Recommendations for structures
- Characterization of subgrade based on geotechnical data obtained from shallow explorations samples and laboratory tests
- Pavement design in accordance with Caltrans Highway Design Manual, County Guidelines or City guidelines as appropriate
- Assessment of soil corrosion potential, consistent with City/County Guidelines

#### **TASK 2.6.5. PAVEMENT DESIGN REPORT**

CONSULTANT shall prepare a Pavement Design Report by analyzing the geotechnical and traffic data. The pavement thickness shall be determined using procedures acceptable to the City and County as appropriate.

## **TASK 2.6.6. HAZARDOUS MATERIALS TEST REPORT**

CONSULTANT shall implement a soil and limited groundwater investigation in the existing Caltrain ROW and parcels coming into the Caltrain and City ROW that is focused on the contaminant issues specific to the portion of the Project to be investigated:

- Metals including Aerially Deposited Lead (ADL) from the former combustion of leaded gasoline.
- Petroleum hydrocarbons as gasoline, diesel, and motor oil.
- Chlorinated hydrocarbons including solvents typically used as degreasers and dry cleaning chemicals.

The purpose of the investigation shall be to identify site contaminant concentrations in media that may require management and or mitigation measures, as follows:

- Media that may pose a risk to site workers and/or the public and may require: 40-hour HAZWOPER trained staff and a dust control plan and implementation.
- Media that may require management of some soil as California or Resource and Recovery Act (RCRA) hazardous waste, if disposed of off-site.

CONSULTANT shall develop a detailed investigation Workplan for review and approval by the County, City and Caltrain that shall be based on a statistical sampling approach to accomplish the following:

- Investigate soils in the project area to allow segregation of soils, to minimize hazardous waste soil disposal, and to maximize use of soils on-site in compliance with Caltrain lead in soil agreement. Based on the review of geological maps as part of the Initial Site Assessment, naturally occurring asbestos shall not be analyzed. Leachability testing with the California Waste Extraction Test (WET) and the Toxicity Characteristic Leaching Procedure (TCLP) shall be conducted iteratively based on CONSULTANT's review of the total metals data from the initial analyses. Additional leachate testing shall be performed on any sample which exceeds the STLC/TCLP trigger criteria. This additional testing shall extend the analytical testing schedule by the normal lab turnaround time of 5-10 additional days, per request.
- Investigate groundwater in areas where deeper excavation may require groundwater dewatering and disposal. Develop groundwater

disposal options including: using the water for dust control, discharging it to the local municipal sewer in compliance with the sewer discharge regulations, and/or discharging it to the local storm sewer in compliance with the applicable National Pollutant Discharge Elimination System permit requirements.

- Provide sufficient data to develop statistical Upper Confidence Limits (UCL) for site contaminants to view the Site soils holistically and to minimize development of hazardous wastes for to be disposed of off-site.
- All analyses shall be conducted on a normal 5-10 day turnaround time.

CONSULTANT's workplan shall include the following elements:

- Review of the goals of the plan.
- Description and figures of the sampling locations, depths of samples to be collected, frequency of sampling, and other procedures, such as use of Terra Cores® for sampling for volatile compounds.
- Description of the analytical procedures to be used.
- Detailed sampling and analysis table to facilitate the field efforts and to minimize the potential for field errors.

CONSULTANT shall implement the approved workplan as follows:

- CONSULTANT shall use the Site-specific Project Health and Safety Plan for fieldwork.
- CONSULTANT shall develop a traffic control plan to be used during the field work for review and approval by Caltrain, County and the City.
- Soil and groundwater sampling shall be conducted using a direct push rig, when accessible, to minimize field time and waste generation. Sampling equipment shall be decontaminated between each sampling event.
- CONSULTANT staff shall use preprinted labels and chain-of-custody forms to minimize the potential for field errors.
- The samples shall be maintained under CONSULTANT chain of custody until transferred to the lab courier.

- CONSULTANT shall use a certified lab for the analyses.
- Analytical data shall be reviewed by trained CONSULTANT staff for QA/QC, and the data shall be flagged in the data tables, if needed.
- Waste soil from our borings and decontamination water from the equipment cleaning shall be drummed and left at a Caltrain-designated on-site location until sampled, analyzed, characterized and profiled for off-site disposal to a designated licensed landfill.
- Off-Site disposal of the investigation derived wastes and disposal loading oversight are included in the scope of work. CONSULTANT shall use a licensed hazardous waste transporter and shall oversee the pick-up of all the drums by the subcontractor.

CONSULTANT shall develop a draft Project Hazardous Materials Report for the Field Investigation. The draft report shall be internally peer reviewed the comments addressed. The draft report of the investigation findings shall be submitted for a 65% review, 95% review, final review, and approval by the County, City and Caltrain. The report shall include the following sections:

- Executive Summary.
- Introduction.
- Sampling Activities.
- Analytical Results.
- Tabulated Data and Comparison to Regulatory and ADL agreement criteria.
- UCL statistical evaluation of the Site's ADL.
- Figures showing the Site, sampling points, areas included in the UCL calculations, grading recommendations.
- Conclusions and recommendations for soil and dewatered groundwater management.

CONSULTANT shall address the City's and Caltrain comments and issue the final report. The final report shall be stamped by a California Professional Geologist or Professional Engineer.

The CONSULTANT shall determine the number sampling locations, number of soil samples each as long as groundwater is encountered. If

groundwater is encountered, sufficient number of groundwater samples shall be collected.

#### **TASK 2.6.7. LANE CLOSURE REPORT**

CONSULTANT shall contact the City, County, and Caltrain staff to obtain the most current 7-day 24-hour traffic counts and any lane closure restrictions to prepare the lane closures. The traffic data request shall include the following locations as specified below:

- Rengstorff Avenue
- Central Expressway
- Adjoining Streets as needed for construction staging

In collaboration with the CMGC Contractor, the CONSULTANT shall identify temporary detour routes, perform detour route capacity analysis and delay calculations for calculating Late Lane Pick-Up and Road User Cost (RUC). CONSULTANT team shall prepare and submit the LCR to Caltrain for review and comment.

In collaboration with the CMGC Contractor, the CONSULTANT shall prepare the Lane Closure Charts for 65%, 95% and final Submittal. If Caltrain and CMGC Contractor agree on the TCP, the final submittal of the Lane Closure Charts is not required.

#### **TASK 2.6.8. TRAFFIC STUDY/TRAFFIC OPERATIONS ANALYSIS**

In collaboration with the CMGC Contractor, the CONSULTANT shall update the traffic study/operations analysis prepared as part of the 35% phase design and prepare an updated report. The CONSULTANT shall coordinate with the County on traffic signal design and timing plan development.

#### **TASK 2.6.9. TRANSPORTATION MANAGEMENT PLAN DATA SHEET**

CONSULTANT shall prepare the TMP data sheet to support the PS&E phase of the Project.

#### **TASK 2.6.10. ADA COMPLIANCE MEMORANDUM**

CONSULTANT shall prepare a ADA Compliance memorandum highlighting the ADA provisions and provide written statement on the ADA compliance.



### **TASK 2.6.11. VALUE ENGINEERING**

CONSULTANT shall coordinate with the CMGC Contractor and prepare an industry standard Value Engineering report. Caltrans' Value Engineering methodology or similar is acceptable.

### **TASK 2.6.12. LIGHTING REPORT**

CONSULTANT shall prepare a detailed lighting report that covers the project area, that would support the lighting design plans with all necessary calculations for a lighting system to illuminate the track area.

Care shall be taken in lighting placement such that trains shall not mistake the lights for train signals nor shall they interfere with the train engineer's sight distance for existing signal aspects. All lights shall be directed downward.

Provide temporary lighting for all falsework and shoring areas.

The minimum lighting design criteria shall be an average of one (1) foot-candle per square foot of structure at the Railroad tracks. Two (2) foot-candle or greater may be required at the discretion of Caltrain. The illuminated area shall extend to the limits of the overhead structure width and the width of the Railroad right-of-way under the said structure.

Fixtures shall be installed on the column walls or caps of the Overhead Structure without reducing the minimum horizontal and vertical clearances. The type of fixtures shall be coordinated with the City, County and Caltrain as appropriate.

Access to perform any maintenance for lights shall be coordinated with Caltrain

### **TASK 2.6.13. LANDSCAPE/AESTHETIC CONCEPT PLAN**

CONSULTANT shall prepare a landscape/aesthetics concept for the project in coordination with the City, Caltrain and affected stakeholders. Proposed trees shall be located individually and identified by name or graphically keyed. Proposed shrubs shall be shown in massed formations, and ground covers shall be identified with textured pattern. A plant list shall be provided listing proposed plants and possible materials from which the final selection shall be made. Irrigation crossovers for future use shall be identified and shown on the concept plan. Species shall be consistent with the City's most recent plant and tree palette.

The task shall include preparation of a CADD based landscape concept

based upon goals determined through meetings with the stakeholders, based upon field work knowledge of Caltrain design criteria, and based upon previously approved concepts in the project area. Recycled water for irrigation supply shall also be considered. The concept shall be presented in graphic format and CADD line colored. With comments received, a final concept shall be prepared and in CADD line color. A preliminary construction cost estimate shall be prepared.

Work performed includes the following work activities:

- Develop Landscape Conceptual Design (Includes one landscape planting concept plan and one revised planting concept plan)
- Prepare three (3) photo-simulations

#### **TASK 2.6.14. DRAFT CONDUCT OF CONSTRUCTION PLAN**

CONSULTANT shall prepare a draft Conduct of Construction Plan (CCP) in coordination with the CMGC Contractor that gives Caltrain the construction management issues and mitigations upfront. The CCP is essential because of the need for keeping the rail operations intact during construction. The CCP shall include site attributes/details, hours of work, pre-start checks, equipment selection such as excavators, cranes, dump trucks, graders, compactors, street sweepers, safety and security plans, truck haul routes, office equipment and trailers, parking, lay-down and deliveries area, crane and other equipment arrival logistics and movements within the project site, waste management, environmental impact protection, construction phasing, construction materials, critical electrical works, list of pre-construction activities, At the 65% PS&E design milestone, the CMGC Contractor will assume responsibility for completing the CCP.

#### **TASK 2.6.15. BASIS OF DESIGN REPORT**

CONSULTANT will revise the Basis of Design Report prepared during preliminary design and obtain approval from Caltrain, the City and the County. CONSULTANT will incorporate review comments provided during the final review of the 35% plans and estimate.

#### **TASK 2.6.16. STRUCTURE TYPE SELECTION REPORT**

CONSULTANT will prepare a final Structure Type Selection Report (TSR) based on the TSR prepared during the Preliminary Engineering (35%) phase. The TSR will address design and constructability issues, aesthetics, costs, schedule, and recommendations related to special design retaining walls, the railroad underpass, and the pedestrian overcrossing. In addition, it will summarize engineering studies in other

disciplines including falsework (if required), utility relocation, construction staging, and geotechnical evaluations.

This task will include development of preliminary construction structure quantity and cost estimates, in a Caltrain General Plan format, that identifies construction work items, quantities and unit costs, and summarizes the estimated total structures cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

#### **TASK 2.6.17. DESIGN VARIANCE DOCUMENT**

CONSULTANT will review the project to assess the need for additional design variances, and prepare a supplemental design variance document, which will list any variances to Caltrain's design standards. The document will include the justification for each variance. CONSULTANT will coordinate with Caltrain for approval.

#### **TASK 2.7. PUBLIC MEETING/OUTREACH SUPPORT**

CONSULTANT will support the City in its public outreach efforts and community meetings (assuming one public meeting to be organized and facilitated by the City).

#### **TASK 2 DELIVERABLES**

- Updated Master Geometric Electronic Files (Auto CAD format)
- Geotechnical Sample/Testing/Boring Work Plan
- Utility Agreement Input
- Draft and Final Design Reports:
  - Storm Water Data Report
  - Drainage Report
  - Foundation Reports with Boring Records
  - Geotechnical Design and Materials Report
  - Pavement Design Report
  - Basis of Design Memorandum
  - Decision Matrix and Alternatives Analysis

- Project Hazardous Materials Test Report
- Lane Closure Report
- Traffic Study/Operations Analysis Report
- Transportation Management Plan Data Sheet
- Landscape/Aesthetics Concept Plan
- Structural Report
- Conduct of Construction Plan
- ADA Compliance Memorandum
- Value Engineering Report (Draft and Final)
- Decision Matrix and Alternatives Analysis
- Lighting Report

### **TASK 3. 65% PS&E PHASE**

The purpose of Task 3 is to develop draft plans, specifications and quantities for the 65% PS&E design that includes shoofly cutover plan and schedule, track, signal, traction power, passenger operation impacts, railroad and highway construction and closures, cutover from shoofly tracks to permanent main tracks, roadway layout, utilities, pavement delineation, signage, construction staging, and includes finalizing the right-of-way, utility relocations and proposed easements, and responding to comments received from the agencies reviewing Task 2 submittals and identifying and resolving conflicts. The submittal shall consist of design documents that are required for the Project.

CONSULTANT shall coordinate the plans, specifications and estimates with those of other design sub-consultants and ensure that the design interfaces with other disciplines.

#### **TASK 3.1. BASIS OF DESIGN**

CONSULTANT shall revise the Design Criteria Report prepared during the preliminary design and obtain approval from Caltrain and stakeholders.

CONSULTANT shall review the Project to assess the need for additional

design exceptions/variance that may be required prior to commencing detailed design work. Additional design exceptions/variance, if discovered, shall be submitted as a list at the 65% PS&E Phase.

The CONSULTANT shall incorporate the review comments provided during the final review of 35% which were deemed final design phase tasks.

### **TASK 3.2. DESIGN PLAN SHEETS – GENERAL REQUIREMENTS**

CONSULTANT shall prepare, coordinate and submit Design Plan Sheets in English units for all design, and ensure that interface information is provided to the other design sub-consultants. The drawings are to be in Auto CADD format and must be in compliance with current Caltrain' requirements. CONSULTANT shall prepare the necessary Design Plan Sheets that include temporary and permanent facilities:

1. Geometric Base Sheets shall be prepared at a scale of 1"= 50'. Base sheets shall include basic horizontal and vertical layout information and identify all major construction features. These sheets shall include the topographic base mapping.
2. Typical Cross Sections for the highway shall be based on the approved standard sections, including pavement structural sections.
3. Profiles/Super-elevation Diagrams (scale: horiz. 1"=50', vert. 1"=10') shall be prepared as necessary. It is anticipated that mainline vertical design data shall be detailed on pavement elevation sheets.
4. Utility Relocation/Occupation Plans (scale 1"=50') CONSULTANT shall identify and propose existing and final locations of known utilities that are affected by the Project, such as gas, electric, cable TV, telephone, sanitary sewer, water and track signal and fiber.
5. Drainage Layout Sheets CONSULTANT shall prepare the preliminary Drainage Plans/Profiles and Detail Sheets. The design efforts shall be coordinated with other design disciplines of the Project Team. Drainage plans shall be prepared at a scale of 1"=50' showing existing and proposed drainage systems.
6. Pavement Delineation shall be prepared at a scale of 1"=50'.
7. Sign Plan (scale 1"=50') A field survey shall be conducted and used to develop inventory of existing roadway signs and shall be confirmed with as-builts found. Sign plans shall be developed depicting both existing and proposed signs within the project limits.

8. Railroad infrastructure Plans including Overhead Contact System

New tracks alignment and design as well as OCS shall be designed according to the Caltrain guidelines.

Shoofly track shall be designed for maximum authorized speed, for freight and/or passenger trains, per Caltrain's Railroad track standards and operating requirements.

The proposed shoofly shall be designed to account for track settlement.

Construction staging shall be designed to keep the Railroad tracks operational at all times except for preapproved construction windows during cut over operations.

**TASK 3.3. STRUCTURE TYPE SELECTION**

A Structure Type Selection Report (TSR) was prepared as part of the Preliminary Engineering (35%) phase. The CONSULTANT shall prepare a final TSR in accordance with Caltrain's requirements.

In addition to the structure related items, the TSR shall include summary of engineering studies in various disciplines including false-work (if required), utility relocation, stage construction, constructability studies, and geotechnical evaluations.

The Type Selection Report shall include the following structures:

1. Special design retaining walls.
2. Railroad Bridge
3. Pedestrian Bridge

The Type Selection Report shall include the following:

- General Description of the Project
- Design and Constructability Issues
- Foundation
- Speed of Construction
- Staged Construction of the Various Structures
- Preliminary Aesthetics

- General Plans
- Construction Costs
- Construction Schedules
- Recommendations

Preliminary Construction Structure Quantity and Cost Estimates in a Caltrain General Plan format shall be developed for the project at this stage. The list of items of work shall be prepared based upon Caltrain' Standard Items of Work and adding items as may be necessary. The cost estimate shall identify construction work items, quantities, unit costs, and summarize the estimated total structures cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

#### **TASK 3.4. ELECTRICAL DESIGN**

CONSULTANT shall prepare the electrical plans. The scope of electrical plans shall include design of railroad infrastructure electrical plans (for both shoofly and final alignment), a new traffic signal, signal modifications, signal interconnect, roadway lighting, bus signal priority signal (if needed), temporary signals and temporary roadway lighting.

Local Street Lighting: CONSULTANT shall assist the City/County to identify the appropriate light and fixture types. The level of effort assumes that up to three fixture types shall be identified in consultation with agency staff. Roadway lighting photometric analysis shall be calculated for the chosen light and fixture types to determine adequate lighting along the corridors.

Plans shall be developed using the applicable Caltrain Standard Plans and Specifications, the signal design shall incorporate the latest County/City requirements for bicycle and motorcycle detection. Caltrain and the City shall review this submittal and provide comments for incorporation into subsequent submittals. The CONSULTANT will receive one set of comments from each agency at each review level.

Electrical Service for project elements: CONSULTANT shall prepare electrical load calculations and submit them to the utility company to verify service point locations and capabilities.

CONSULTANT shall coordinate with PG&E and prepare service applications.

#### **TASK 3.5. DESIGN PLAN SHEETS – SPECIFIC DESCRIPTION/LIST OF**

## SHEETS

CONSULTANT shall prepare all final Design Plan Sheets. Plans shall be prepared in accordance with Caltrain' requirements.

### TASK 3.5.1. DESIGN PLANS

A set of highway and railroad design plans shall be compiled with the following code letters and sheet names and arrange sheets in the order shown or appropriate order in Coordination with Caltrain.

<u>ID Code</u>	<u>Sheet Name</u>
--	Title Sheet
	Index of Drawings
	Civil and Track Abbreviations
	Symbols
	General Site Plan and Key Map - Civil
	Track Key Plan
	Survey Control Plan
	Demolition Plan
	Geometrics and Street Improvement Layout
X	Typical Cross Sections, Roadways
X	Typical Cross Sections, Track
	Track Work Plans, Profile and Special Details
PC	Project Control and Monumentation
K	Key Map and Line Index
L	Layout Sheets
PS	Profile and Super-elevation Diagram
C	Construction Details
	Architectural Concepts and Rendering (four Views)



	CCTV and Monitoring Plans
	Mechanical and Electromechanical Plans as necessary
	Communications Network Plans
WPC	Temporary Water Pollution Control Details
EC	Erosion Control Plans
	Roadway and Walkway Profiles and Plans
	ADA Compliance Details
G	Contour Grading
DM	Overall Drainage Map
D	Drainage Plans, Temporary
	Drainage Plans, Final
DP	Drainage Profiles
DD	Drainage Details
DQ	Drainage Quantities
U	Utility Plans
UD	Utility Details
UQ	Utility Quantities
	VMS Plan and Fiber Cable Network Plans
CS	Construction Area Signs
SC	Stage Construction Plans
TH	Traffic Handling Plans (are not part of SC plans)
THQ	Traffic Handling Quantities
DE	Detour Plans, Details, and Quantities
CSD	Construction Area Sign Details

CSQ	Construction Area Sign Quantities
TDP	Temporary Grade Crossing Design Details/Plans
TDQ	Temporary Grade Crossing Design Details/Plans Quantities
PD	Pavement Delineation Plans
PDD	Pavement Delineation Details
PDQ	Pavement Delineation Quantities
Q	Summary of Quantities
S	Sign Plans
SD	Sign Details
SQ	Sign Quantities
	Traffic Signal Plans
	Roadway, track and walkway lighting plans
R	Retaining Wall Plan, Details, and Quantities
PL	Plant List
PR	Plant and Tree Removal Plan
PP	Landscape/Planting Plan
	Landscape Lighting Plans
IR	Irrigation Removal Plans
IP	Irrigation Plans
E	Signal, Lighting.
	Shoofly Design Plans
	Foundation Plans and Details
	Track Signal Plans
	Track Electrification Plans

## Track System and Fiber Network Plans

-- Bridge Structure Plan Details

### **TASK 3.5.2. STRUCTURE DESIGN PLANS/CALCULATIONS**

Upon approval of the Type Selection Report, CONSULTANT shall proceed with the final nonstandard retaining walls design creating design calculations, details and construction documents according to Caltrain.

The structure plans, specifications and estimate shall be prepared in accordance with the current editions of the Caltrain manuals and California Public Utility Commission (CPUC) clearance standards.

A standard set of Caltrain's unedited contract structure specifications utilizing English units of measure shall be prepared with standard structure special provisions. Contract bid item list with quantities and unit prices updated from the Type Selection Report shall be developed. A copy of the complete 65% PS&E package shall be submitted for review and comment from the City, County, Caltrain and other reviewing agencies.

Incorporate remaining review comments on the 35% submittal. The 65% submittal shall reflect:

1. 35% review comments incorporated/resolved.
2. Design Plans and calculations including superstructure and substructure details, bearing details, deck and waterproofing details, miscellaneous bridge details, and a complete set of structural calculations
3. Geotechnical Reports/recommendations
4. Project Specifications and/or Special Provisions, including Railroad coordination requirements.
5. Drainage Report, as required.
6. Shoofly Design plans and alignment data.
7. Construction Phasing Plans. Must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations. Structures Plan Include:
  - General Plan

- Index to Plans
- Foundation Plan
- Construction Staging Plans
- Abutment Layout
- Abutment Details
- Retaining Walls Plans and Details
- Typical Section
- Girder Details
- Structure Approach Slab Details
- Drainage Details
- Aesthetic Details
- Rail Infrastructure and Systems Plans and Details

The above plans are for general guidance. The CONSULTANT shall prepare all necessary details/calculations/plans to implement the structures.

### **TASK 3.5.3. UTILITY RELOCATION/ OCCUPATION PLANS**

The intent of Caltrain is that the services of the CONSULTANT shall be complete and “turn-key” with respects to all utility coordination matters, including complete coordination for the protection and relocation of existing facilities, as well as coordination, preparation of applications, and all other matters pertaining to the relocation and installation of utilities within the project area. Caltrain intends to relocate the utilities ahead of the main construction contract. Therefore, the construction plans or the bid documents for utility relocations shall be prepared as a separate package.

CONSULTANT shall designate dedicated staff who shall be responsible for all coordination work related to utilities for the Project, including but not limited to relocations of existing trunk and mainline facilities, installation of new trunk and mainline facilities, relocation of existing utilities, and installation of new utilities.

CONSULTANT shall coordinate with utility owners and the Caltrain utility

coordination staff with respect to all utility related matters. CONSULTANT shall provide copies of all correspondence with utility companies and other utility related information to Caltrain. Correspondence, as described herein, shall be prepared by the CONSULTANT for either CONSULTANT or Caltrain signature, as appropriate, and as directed by the Caltrain Project Manager.

CONSULTANT shall coordinate with Caltrain, City and County staff to obtain record copies of utility maps from each utility owner within the project limits for existing and/or proposed utility facilities. CONSULTANT shall include mapping and/or exhibits that clearly define the project limits as part of the requests for utility information.

CONSULTANT shall identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. CONSULTANT shall prepare preliminary plans, which shall include all existing utilities (above ground and belowground) identified by location, size, type, and owner, as appropriate. CONSULTANT shall check horizontal and vertical clearances for utilities and coordinate design with the various utility companies to address conflicts. In addition to information provided by the owning utility companies and thorough research of other record maps, field surveys shall be used to locate utility features in the railroad corridor and the roadway corridors.

Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans for those facilities that have such numbers attached to the facility and as provided on the owner's inventory maps.

CONSULTANT shall send preliminary design plans through Caltrain staff to owning utility companies within the project limits with requests for review and comments on the plans relevant to their respective facilities, and with requests for other project specific information.

CONSULTANT shall monitor responses of utility notices received and make recommendations for mitigating conflicts. CONSULTANT shall provide written responses to utility companies with regard to stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the Caltrain Project Manager and County/City utility coordination staff as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

CONSULTANT, through Caltrain staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners. Reasonable efforts shall be taken to accommodate utility company

requests for minor design changes to accommodate their facilities. CONSULTANT understands that the utility companies are generally operating within the Caltrain/County/City right-of-way, but may have prior rights to that of Caltrain/County/City in some cases.

CONSULTANT shall coordinate inclusion of special provisions in Caltrain's bid documents for adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require that cooperative agreements be executed between Caltrain, City, County and the owning utility companies. CONSULTANT shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.

CONSULTANT shall conduct utility coordination meetings, as needed, regarding adjustments and relocations, to resolve conflict issues,. For utility conflicts that require relocating, Caltrain staff shall submit the official notice / order to the utility companies to relocate conflicting facilities. CONSULTANT shall make recommendations for special provision language with regard to utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items.

All utility files shall be organized and maintained per Caltrain/City/County policies and procedures depending on the location of the Utilities. CONSULTANT shall prepare utility portion of Right-of-Way Certification per Caltrain policy and submit to Caltrain for final approval.

CONSULTANT shall assist with the resolution of utility related issues that may arise during the bidding process and during construction, including design modifications as needed and as approved by the Caltrain Project Manager.

#### **TASK 3.5.4. SHOOFLY DESIGN PLANS**

CONSULTANT shall review the shoofly design prepared as part of the Preliminary Engineering (35%) phase and update the design drawing as necessary to build the shoofly. The design shall incorporate all necessary elements to run the train system in an electrified corridor with no impact to the train operations.

The CONSULTANT shall design the shoofly to be compatible to the electrified corridor SYSTEM that would be in place during the construction of the Project.

The shoofly system shall be designed such that the transition to and from the shoofly shall be performed during the weekend.

In addition to the drawings/plans, the CONSULTANT shall prepare a Shoofly Design Report that includes all necessary calculations and data required to build the shoofly.

#### **TASK 3.5.5. SIGNAL AND OVERHEAD CONTACT SYSTEM (OCS) PLANS**

CONSULTANT shall prepare the Signal and OCS plans for both the temporary shoofly and the permanent railroad system.

#### **TASK 3.6. SPECIFICATIONS AND SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

CONSULTANT shall prepare Special Provisions as follows:

- CONSULTANT shall review the latest edition of Caltrain's Standard Specifications, and Caltrain's Standard Special Provisions (SSP) applicable thereto.
- For work items necessary for construction of the Project, CONSULTANT shall assemble data and prepare drafts of (1) necessary edits to the SSP, and (2) modifications to the SSP or additional nonstandard specifications (NSSP) which may be necessary.
- Caltrain shall provide the "boiler plate" special provisions.
- CONSULTANT shall submit and work with Caltrain to gain approval of nonstandard special provisions, if any. The CONSULTANT shall use Caltrain's format for the Standard Specifications, Special Provisions and non-Caltrain standard specifications.
- Upon completion of the foregoing activities, CONSULTANT shall submit the SSP for signature and seal sheet.
- CONSULTANT shall coordinate specifications with other design sub-consultants to assist design interface activities. SSP shall be submitted in MS Word format.

#### **TASK 3.7. UPDATE DESIGN REPORTS**

CONSULTANT shall update and submit the design reports as necessary. The updates shall incorporate all the agreed upon comments from the City, County, Caltrain and other affected agencies.

#### **TASK 3.8. QUANTITIES AND COST ESTIMATE**

CONSULTANT shall develop the Construction Quantities and Cost

Estimates. This shall include back-up calculations. The estimate shall follow the Caltrain format.

### **TASK 3.9. CONSTRUCTION SCHEDULE**

In collaboration with the CMGC Contractor, the CONSULTANT shall prepare a Critical Path Method (CPM) Preliminary Construction Schedule for the Project based on the data developed in Task 3. The schedule shall be prepared using Primavera P6, the latest Version format. The schedule shall include the CONSULTANT's initial approach for the major components of the construction work and incorporate sequencing logic as shown on the construction staging plans. The schedule calendar and the activity durations shall be prepared to reflect the allowable work windows (as established by Caltrain, City and County operational needs) and environmental limitations, and based on track access needs. The minimum activity duration shall be one (1) day, and the maximum activity duration shall be two (2) weeks.

The track shift and signal system cutover(s) shall require the preparation of an hourly schedule of activities. This hourly schedule shall then be utilized to plan appropriate work windows. The minimum activity duration shall be fifteen (15) minutes, and the maximum activity duration shall be two (2) hours.

CONSULTANT shall coordinate mitigation, roadway, track, signals, traction power, passenger operations and structures construction schedule information to prepare the Project Construction Schedule.

### **TASK 3.10. DRAFT PS&E CHECKLIST**

CONSULTANT shall prepare draft PS&E Checklist.

### **TASK 3.11. QC REVIEW**

CONSULTANT shall perform an in-house Final Design 65% PS&E QC review.

### **TASK 3.12. CONSTRUCTABILITY REVIEW**

CONSULTANT shall participate in a Constructability Review at the 65% submittal. The City, County. The CMGC Contractor and Caltrain will provide a representative to conduct the Constructability Review. CONSULTANT shall coordinate the Constructability Review meetings. CONSULTANT shall prepare meeting notes summarizing the action items and shall adequately address the comments generated by the review including providing explanation for comments not incorporated into the design.



### **TASK 3.13. PUBLIC MEETING/OUTREACH SUPPORT**

CONSULTANT shall provide support to the City in public outreach and community meeting. This proposal assumes one public meeting and the City will organize and facilitate the meeting.

### **TASK 3.14. CONDUCT OF CONSTRUCTION PLAN**

CONSULTANT shall prepare a Conduct of Construction Plan (CCP) in coordination with the CMGC that gives Caltrain the construction management issues and mitigations upfront. The CCP is important because of the need for keeping the rail operations intact. The CCP shall include site attributes/details, hours of work, pre-start checks, equipment selection such as excavators, cranes, dump trucks, graders, compactors, street sweepers, safety and security plans, truck haul routes, office equipment and trailers, parking, lay-down and deliveries area, crane and other equipment arrival logistics and movements within the project site, waste management, environmental impact protection, construction phasing, construction materials, critical electrical works, list of pre-construction activities,

### **TASK 3 DELIVERABLES**

- Updated Design Criteria Report
- Design Exception/Variance Report
- Structure Type Selection Report
- Right of Way Requirements Maps
- Updated Design Plan Sheets (65%) (Auto CAD format) that incorporates 35% review comments.
- Edits and Modifications to the Special Provisions and NSSP's (65%)
- Final Design Reports
- Construction Cost Estimate
- Construction Schedule
- Draft PS&E Forms
- Constructability Review Meeting Notes
- Public Meeting Exhibits

- Shoofly Design Report
- Conduct of Construction Plan (in collaboration with the CMGC Contractor)

#### **TASK 4. 95% PS&E PHASE**

Prior to making submittals of the 95% PS&E documents, CONSULTANT shall address the comments received from the 65% submittal and incorporate them as appropriate. This shall include resolving them with Caltrain and its functional units, the City, and other reviewing agencies by attending up to six comment resolution meetings. CONSULTANT shall provide written response to the 65% PS&E review comments, with justification noted for each comment not incorporated.

CONSULTANT shall coordinate the plans, specifications and estimates with those of other design sub-consultants and assure that highway design interfaces with structures design. CONSULTANT shall perform the following activities:

##### **TASK 4.1. BASIS OF DESIGN**

CONSULTANT shall prepare one Supplemental Design Variance Document, prepared as per design exceptions identified and coordinate with Caltrain for approval.

##### **TASK 4.2. DESIGN PLAN SHEETS**

CONSULTANT shall incorporate agreed upon comments received from Caltrain, County, the City and other agencies into the design plan sheets submitted and prepare complete highway, track, signal, traction power/OCS, shoofly and structure construction plans.

Following are the required tasks:

1. Response to review comments on the 65% submittal.
2. Revisions to plans and calculations as dictated by review of the 65% submittal.
3. Geotechnical Reports.
4. Project Specifications and/or Special Provisions, including Railroad coordination requirements.
5. Drainage Report.
6. Shoofly Design plans and alignment data.

7. Construction Phasing Plans. Must show all required phasing, horizontal and vertical alignment, typical cross section (temporary and permanent), phasing of railroad grade crossing and highway, rail operations, construction procedures, temporary shoring layout, controlling dimensions and elevations.

#### **TASK 4.3. SPECIFICATIONS AND SPECIAL PROVISIONS**

CONSULTANT shall incorporate agreed upon comments into the Special Provisions and prepare Special Provisions which are specific to the Project for use with Caltrain's latest Standard Specifications. SSP's shall be submitted in MS Word format.

CONSULTANT shall ensure that construction work items for the Project have a method of payment stated in the Specifications and are accounted for in the Construction Cost Estimate.

#### **TASK 4.4. UPDATE DESIGN REPORTS**

CONSULTANT shall update and submit design reports as necessary. The updates shall incorporate the agreed upon comments from the County, City, Caltrain and other agencies.

#### **TASK 4.5. QUANTITIES AND COST ESTIMATE**

CONSULTANT shall update the Construction Quantities and Estimate submitted. CONSULTANT shall submit quantity calculations showing all sketches, diagrams and dimensions necessary for their use by field inspectors.

#### **TASK 4.6. CONSTRUCTION SCHEDULE**

CONSULTANT shall update the Construction Schedule submitted and shall notify Caltrain and the City of any difference between the update and the previous version.

CONSULTANT shall coordinate highway, track, signals, traction power, passenger operations and structure construction schedule information to prepare the Project Construction Schedule.

#### **TASK 4.7. DRAFT PS&E**

CONSULTANT shall update the Draft PS&E and complete the documents for final review. CONSULTANT shall also prepare the following:

- Quality Control Certification of First Submittal to Caltrain

#### **TASK 4.8. QC REVIEW**

CONSULTANT shall perform an in-house Final 95% PS&E QC review and provide proof of QC review in terms of signatures by checkers and back-checkers

#### **TASK 4.9. INDEPENDENT DESIGN CHECK – STRUCTURES**

An independent check of the retaining walls and bridge structures utilizing the unchecked details (65%), the design criteria, the Foundation Reports and other pertinent reports and information shall be performed. The independent checker shall be a licensed Structural/Bridge engineer who has not been involved in the project. A separate set of structural design check calculations including quantity calculations shall be prepared in accordance with Caltrain bridge design practice. An independent set of checker's calculations to verify the design of all the plan details shall be developed. The checker shall be responsible for developing an independent set of quantity calculations.

Check calculations shall include analysis and computations that are necessary to independently check all aspects of the design shown on the unchecked details. Results from the check calculations shall be compared with the design. Discrepancies shall be resolved between the designer and checker and the resolutions documented in the calculations. The checker shall perform back check to concur that the comments have been adequately addressed. All comments and responses shall be documented in the project files.

#### **Task 4 Deliverables**

- Basis of Design
- Design Plan Sheets (hard copy and Auto CADD format)
- Specifications/Special Provisions
- Design Reports not previously approved
- Construction Quantities and Cost Estimate
- Construction Schedule
- Draft PS&E
- Final Geotechnical and Materials Report
- Final Foundation Report

- Independent Design Check Calculations (Structures)
- Independent Quantity Check Calculations (Structures)
- Independent Design and Quantity check comments and responses
- Response to 65% PS&E Comments (Excel matrix format)
- Electronic files of plan sheets submitted (Auto CAD format)
- Final Conduct of Construction Plan

#### **TASK 5. 100% DRAFT PS&E PHASE**

Task 5 incorporates comments from Task 4 and produces Final 100% PS&E documents ready for Caltrain Engineering Services review and advertisement. CONSULTANT shall review comments received from the reviewing agencies on the Task 4 submittals and attend comment resolution meetings (up to 2) with the City, Caltrain and other agencies to resolve issues. CONSULTANT shall incorporate agreed upon comments and provide Bid Documents for finalizing before advertisement.

The following services and submittals are required from CONSULTANT:

##### **TASK 5.1. PLANS, SPECIFICATIONS AND ESTIMATES**

CONSULTANT shall update the Plans, Special Provisions and Estimates submitted for Task 4 and incorporate the agreed upon comments received from the City, Caltrain and its units, and other agencies.

CONSULTANT shall submit the revised Quantities and Cost Estimate to Caltrain.

CONSULTANT shall coordinate the plans, specifications and estimates with those of other design sub-consultants and ensure that highway design interfaces with structures design when all documents are combined to form a single Project PS&E package. It is understood that the project shall be Advertised, Awarded and Administered by Caltrain; therefore, approval by Caltrain for all nonstandard SSPs shall be required.

##### **TASK 5.2. UPDATE DESIGN REPORTS**

CONSULTANT shall update and submit the design reports as necessary. The updates shall incorporate the agreed upon comments

from the County, City, Caltrain and other agencies.

**TASK 5.3. PERMITS**

CONSULTANT shall prepare an encroachment permit application for construction for the City's signature. In addition, the CONSULTANT is responsible for coordinating with the permitting agencies, apply for permits and obtain necessary approvals.

**TASK 5.4. RESIDENT ENGINEER'S FILE**

CONSULTANT shall prepare and submit a Resident Engineer's (RE) file in accordance with Caltrain' requirements and include project relevant items identified in the Resident Engineer's file check-off list.

**TASK 5.5. PS&E FORMS AND APPROVALS**

CONSULTANT shall update the Draft PS&E Forms submitted and complete the documents for final review. CONSULTANT shall also prepare the following PS&E Forms and obtain approvals:

- TMP Checklist
- Certification of Utility Facilities
- Risk Register Certification
- Survey File Delivery Form
- Storm Water Data Report Cover Sheet
- Maintaining Existing TMS Elements During Construction Form
- Pedestrian Facilities Compliance Form
- Damage Clause Recommendation for Late Lane Closure

**TASK 5.6. QC REVIEW**

CONSULTANT shall perform a Final 100% PS&E QC review.

**TASK 5 DELIVERABLES**

- Design Plan Sheets (AutoCAD and PDF format format)
- Special Provisions
- Construction Cost Estimates

- Encroachment Permit Application
- Resident Engineer's File
- Utility Certification Documents
- Lane Closure Charts
- Construction Schedule
- Design Reports not previously approved
- PS&E Forms/Approvals
- Response to 95% PS&E Comments
- Construction Management Report

#### **TASK 6. FINAL PS&E PHASE**

Task 6 consists of incorporating comments received from Caltrain Engineering Services and the City's final review on the Task 5 submittals and updating the Resident Engineer's file.

CONSULTANT shall coordinate with subconsultants and update the Project documents.

#### **TASK 6.1. BID DOCUMENTS**

CONSULTANT shall incorporate the comments received from the City, County and Caltrain Final Review submittal. CONSULTANT shall ensure all applicable standards (current edition), documents, Caltrain timetables, SSWP requirements that need to be included as exhibits to the bid documents are included in the bid documents.

#### **TASK 6.1.1. STAKEHOLDERS REVIEW**

CONSULTANT shall incorporate responses to comments and changes.

#### **TASK 6.2. RESIDENT ENGINEER'S FILE**

CONSULTANT shall update the Resident Engineer's File, to add items required for railroad infrastructure and roadway work and shall update structure design information, as required.

#### **TASK 6.3. SURVEY FILE**

CONSULTANT shall prepare a survey file and submit it to Caltrain and the City. The Survey File submittal shall conform to Caltrain Guidelines and include:

- Control traverses and bench circuits used to design the project
- Alignment traverses of all Control lines
- Other structures (i.e. retaining wall) traverses with coordinates on layout lines
- Grid grades with data for:
  - Slope stakes
  - Finish Grade stakes
  - Contour grading stakes
- Design Cross Sections
- Drainage notes including:
  - Coordinates of intersection of center of drainage structure and curb flowline.
  - Drainage structure system number, item letter, station and offset.

#### **TASK 6 DELIVERABLES**

- Bid Documents (AutoCAD format for drawings, PDF format for all documents)
- Track profiles and final horizontal and vertical alignment.
- Resident Engineer's File Updates
- Survey File
- Final PS&E Forms/Checklists
- Response to 100% PS&E Comments

#### **TASK 7. RIGHT OF WAY SUPPORT**

CONSULTANT shall provide Right of Way engineering support for the Project. Caltrain defines Right of Way as including utilities, roadway Right of Way, and railroad. CONSULTANT shall provide the following



Right of Way support tasks.

#### **TASK 7.1. UTILITY COORDINATION AND ENCROACHMENT PERMIT VARIANCE REQUEST**

CONSULTANT shall be responsible for interfacing utility design coordination with Caltrain's Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator, County, and the City. This shall include the following activities:

- Communicate with Caltrain' Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator to identify utility issues (relocation, notices, etc.).
- Communicate with Caltrain Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator for ROW certification.
- Provide timely written reports to the City on communications between CONSULTANT and Caltrain staff.

The Encroachment Policy Variance Request (EPVR) shall be updated and resubmitted, for final approval.

#### **TASK 7.2. RIGHT OF WAY NEEDS**

In collaboration with the CMGC Contractor, the CONSULTANT shall determine the right-of-way needs for the Project, including easements, temporary construction easements, full and partial acquisition information and other right-of-way information necessary to accomplish the Project. CONSULTANT shall perform the following Right-of-Way work activities:

- Attend Technical Meetings (up to two) to discuss right-of-way related issues.
- Communicate to Caltrain and the City in a timely manner any change in design which may have an impact on the right-of-way and acquisition process.
- Communicate with Caltrain and the City to ensure inclusion of the proper dates into the certification for acquisitions, condemnations, clearances and other right-of-way related issues that may have an impact on the design schedule.
- Prepare Appraisal Maps for Caltrain review and approval to reflect the necessary right-of-way requirements.

- Prepare plats and legal descriptions of each acquisition, including fee takes, temporary construction easements, and permanent easements. Plats and legal descriptions shall be prepared and stamped by a qualified licensed land surveyor.
- Review draft right-of-way certification to verify that parcels which are required for the construction of the Project are included in the certification.
- Prepare final certification when the plans are complete and outstanding utility issues (notices, clearances, etc.) are complete.

### **TASK 7.3. BOUNDARY SURVEYS AND LAND NET**

Research shall be performed at local public agencies, including Caltrain, County and the City offices, to gather available public record maps related to the right of way of the highway and parcels affected by the project. Preliminary Title Reports which are required for affected parcels (assumed to be 17 parcels) shall be obtained by prior to the start of boundary resolution activities. Record boundary information shall be mathematized and compiled into a Land Net of the project area. Field surveys shall be performed to recover and measure record boundary Monumentation. The backbone of this Land Net shall be based on measurements to the existing Caltrain record boundary Monumentation. Placement of this mathematized boundary information on the project datum shall be determined by an analyzation of the measured locations of the record boundary Monumentation. The Land Net shall include resolved boundary for all parcels impacted by this project, the assessor's parcel number and ownership information, record easement information, and other pertinent information. This data shall be compiled in a right of way data sheet in Microsoft Excel. The Land Net CADD drawing shall be incorporated into the aerial mapping.

### **TASK 7.4. FIELD LOCATE RIGHT OF WAY**

CONSULTANT shall field locate the future right of way lines with temporary markings, to be used for appraisals, acquisition, utility relocation and estimating.

### **TASK 7.5. APPRAISAL MAPPING SHEETS**

CONSULTANT shall prepare Right of Way appraisal maps for Caltrain review and approval and shall develop them to Caltrain Standards for Right of Way certification. The appraisal maps shall be developed for the potentially affected parcels. Right of Way Appraisal Mapping shall

be prepared at a scale of 1' = 50' per Plans Preparation Manual, Right of Way Appraisal Mapping Standards. Up to 17 parcels are assumed to require mapping.

**TASK 7.6. PLATS AND LEGAL DESCRIPTIONS**

Based on the 35% design, it is estimated that Plat Maps and Legal Descriptions shall be prepared for a total of 17 parcels. If additional plat maps and legal descriptions are required, CONSULTANT shall perform the work on a time and materials basis, if necessary.

**TASK 7.7. RIGHT-OF-WAY CERTIFICATION**

CONSULTANT shall prepare draft and final Right-of-Way Certification documents, in accordance with forms and guidelines of Caltrain. CONSULTANT shall verify that all of the real property rights required for the project are included in this document.

**TASK 7.8. UTILITY CERTIFICATION**

CONSULTANT shall provide Utility Certification that conforms to the forms and guidelines of Caltrain

**TASK 7.9. RIGHT OF ENTRY**

CONSULTANT shall assist Caltrain in obtaining a Right of Entry from the City and the County, and private property owners for field survey work and geotechnical investigations.

**TASK 7 DELIVERABLES**

- Encroachment Permit Variance Request
- Land Net in CAD
- Right of Way Appraisal Map Sheet in CADD
- Stamped and Signed Appraisal Maps
- Stamped and Signed Plats and Legal Descriptions
- Right of Way Certification Documents
- Utility Certification Documents
- Right of Entry Exhibits

**TASK 8. CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC**

## **CONTRACTOR TCP NEGOTIATIONS AND COORDINATION**

Task 8 consists of providing support throughout the duration of the CMGC Contractor TCP price proposal and negotiations. Caltrain intends to initiate TCP negotiations with the CMGC Contractor using the CONSULTANT's updated 95% PS&E. Upon updating the 95% PS&E to incorporate Caltrain's review comments, Caltrain will provide the updated 95% PS&E to the CMGC Contractor to prepare their TCP proposal. Under a separate agreement, Caltrain will prepare an independent cost estimate using the 95% PS&E and use the CONSULTANT's Engineer's Estimate and the independent cost estimate to review and negotiate the CMGC Contractor's TCP. The CONSULTANT shall participate with Caltrain and the CMGC Contractor during these estimate reviews and provide support with the CMGC Contractor TCP negotiations.

Items expected to be performed as part of this task may include the following:

- Attending meetings.
- Perform review of TCP
- Provide TCP analysis and recommendations

## **TASK 9. DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES**

1. Coordinate in flagging and temporary marking of Right of Way for appraisal, acquisition and utility relocation. Survey and stake right of way for permanent monuments.
2. Environmental Sampling and Testing for Full Takes – Under directions of Caltrain, the CONSULTANT may Perform Phase I and Phase II sampling and testing, as required. Coordinate with Caltrain right of way staff and appraisers about any environmental, hazardous and hazmat impacts to appraisal property valuations.
3. Coordination for demolition of Structures – CONSULTANT may be required to coordinate with Caltrain right of way staff for removal and demolition of existing structures that may impact the project. This shall include support for boarding up structures, asbestos abatement, notification to utilities of all structures removal, and obtaining all permits required to remove structure.
4. Utilities Coordination - The project plans at 65% phase, shall clearly identify all existing utilities, recorded and unrecorded, and identify

impact to project. Utility Impact Matrix and Existing Utilities Plan from 35% phase design will be provided to CONSULTANT by Caltrain.

5. The utility impact matrix and plans can be used as baseline document and shall be further detailed, and all relevant impacts shall be clearly identified in 65% phase design. The CONSULTANT shall provide a dedicated Utility Manager that shall require coordination with Caltrain's Right of Way Staff, Utilities Manager and Project Manager along with utility companies and other stakeholders. During 65% phase design, coordinate with agencies and utility owners to determine prior rights and agreements.
6. The dedicated Caltrain Utility Manager shall coordinate and provide design information and data relocation, protection, abandoning or any other modification to utilities
7. Upon coordination and approval from the Project Manager, perform pothole for determining exact location of utilities and provide pothole data. Coordinate with Caltrain's Project Manager and Right of Way Team to prepare agreements and permits required for Right of Way Phase /Utilities Relocation Work.

Based on the construction markups provided by the CMGC Contractor, the CONSULTANT shall prepare as built plans incorporating the as built details as constructed.

#### **TASK 10. DESIGN SUPPORT DURING CONSTRUCTION (DSDC)**

Task 9 consists of providing design support throughout the duration of construction on a time and materials basis whether the construction is delivered by the CMGC Contractor or a contractor selected following competitive bids. Items expected to be performed as part of this task may include the following:

- Attending pre-construction and construction meetings.
- Perform site visits and construction observations.
- Responding to Requests for Information (RFIs) from the Contractor
- Reviewing Material Submittals
- Prepare Contract Change Orders (CCO)
- Prepare as-builts drawings.
- Prepare Traffic Signal Timing Plans.

Further, CONSULTANT shall coordinate with the County for issues related to Adaptive System equipment, design and timing parameters for traffic signals. CONSULTANT shall use existing traffic volumes to develop the Adaptive timings for the signal timing plans – one in the AM peak hour, one for the mid-day and one in the PM peak hour. These timing plans shall include the two traffic signals at Rengstorff Avenue/Central Expressway, and Stanford Avenue/Rengstorff Avenue. Implementation of the timing plans shall be performed by County/City technicians or contractors.

The DSDC task shall include but is not limited to, reviewing shop drawings and responding to Request for Information (RFIs) regarding the design, evaluating CCOs if requested, submittal reviews as required, construction observation as requested, and attending construction meetings when requested. The CONSULTANT shall provide DSDC on a level-of- effort basis for assisting Caltrain in responding to inquiries and changes that arise during the construction phase. The CONSULTANT shall, following Caltrain's review and approval, appoint appropriately qualified and experienced personnel to support Caltrain's efforts, to ensure that the CMGC Contractor's work conforms to the drawings and specifications, and where directed, assist Caltrain in the day-to-day supervision of construction. This shall include, but is not limited to, responding to special permitting requests, submittal reviews, providing design support for change orders, and assisting with answering requests for information. The CONSULTANT shall have no authority to approve any construction means or methods of work of the CMGC Contractor. All work shall be performed under the supervision of Caltrain's staff. The CONSULTANT shall also be called upon to assist the CM/GC Contractor or Caltrain's Project Manager in the interpretation of the construction documents. After Caltrain's authorization of work on Task 8, Design Support during Construction, Caltrain will provide the CONSULTANT a document with additional details for Task 8.

The CONSULTANT's tasks and deliverables during the construction period shall include:

- A. Attendance at Pre-Construction Conferences(s) as requested
- B. Construction Submittal Reviews and Responses - During construction the CONSULTANT shall update the status of the list of all required submittals on a weekly basis and inform Caltrain of any submittals that are needed to avoid delays in the construction.
- C. Value Engineering Proposals
- D. Construction RFI Reviews and Responses

- E. Construction Trade Permit Approval Support
- F. Construction On-Site Observation and Documentation
- G. 100% Construction Safety Certification (Primarily completed by Caltrain staff with some limited Design Team Support for specialized items.)
- H. Construction Permit Approvals and Occupancy
- I. Construction O&M Manual
- J. Coordination with Caltrain to ensure the CMGC Contractor properly, completely, and accurately incorporates actual construction phase work into the 95% plans for As Built record drawings to be prepared by the CONSULTANT
- K. As Built Reviews/Approvals for Turnover

**TASK 11. PREPARE AS-BUILT PLANS**

Based on the construction markups provided by the CMGC Contractor, the CONSULTANT shall prepare as built plans incorporating the as built details as constructed.

**TASK 12. ALLOWANCE FOR VALUE ENGINEERING**

This is a fixed allowance if the AGENCY desires to perform Value Engineering or other tasks that are important to the Project, the CONSULTANT shall coordinate with CMGC Contractor and the AGENCY to accomplish those tasks. CONSULTANT does not have to price this task in their Cost Proposal.

**LIST OF SUBMITTALS**

<b>TASK 1 - Project Management</b>		
<b><u>ITEM</u></b>	<b><u>Schedule</u></b>	<b><u>No. of Copies</u></b>
CPM design schedule	NTP+30 Days	1
Correspondence & Memos		1
Encroachment Permit Application	NTP+30 Days	1
Agendas ad Meeting Packages	One week before meetings	
Meeting Minutes	Draft 2 Days after meeting	email distribution
Invoice Packages, including Progress Reports	Within 30 days after the work month	1
Quality Management Plan & Project Specific Project Management Plan	NTP+60 Days	1
Risk Management Plan	Quarterly after NTP	1
Health and Safety Plan	NTP+60 Days	1



**TASK 2 – PS&E Support**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Updated Master Geometric Electronic Files	NTP+60 Days	Electronic
Geotechnical Sample/Testing/Boring Work Plan	NTP+60 Days	1
Draft Utility Agreements	NTP+90 Days	Electronic
Draft Design Reports (each)	NTP+90 Days	5

**TASK 3 – 65% PS&E Phase**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Draft Design Calculations		
Design Variance List (if required)		5
Type Selection Report		10
Right of Way Requirements Exhibits		Electronic
Design Plan Sheets (65%)	Draft: NTP +8 months	10 sets of half-size
Edits and Modifications to the Special Provisions and NSSP's (65%)	Draft: NTP +8 months	10

Final Design Reports	Draft: NTP +8 months	1
Construction Cost Estimate	NTP+8 months	10
Construction Schedule	NTP+8 months	10
Draft PS&E Forms/Checklist	NTP+8 months	1
Constructability Review Meeting Notes		email distribution
Public Meeting Exhibits		Up to 4
Final Electronic Files of Plan Sheets Submitted	NTP+10 months	Electronic/Auto CADD

**TASK 4 – 95% PS&E Phase**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Design Criteria		5
Design Plan Sheets	Draft: NTP+16 Months	10 sets of half-size and 1 CD of CADD Files
Special Provisions	Draft: NTP+16 Months	10
All Design Reports	Draft: NTP+16 Months	5
Permit Application and Permit	Draft: NTP+16 Months	2

Construction Cost Estimates	Draft: NTP+16 Months	10
Construction Schedule	Draft: NTP+16 Months	10
Draft PS&E Forms/Checklist	Draft: NTP+16 Months	5
Design Calculations	Draft: NTP+16 Months	2
Quantity Calculations	Draft: NTP+16 Months	2
Final Geotechnical and Materials Report	Draft: NTP+16 Months	5
Final Foundation Report	Draft: NTP+16 months	5
Design & Independent Check Calculations (Structures)	Draft: NTP+16 Months	2
Quantity & Independent Check Calculations (Structures)	Draft: NTP+16 Months	2
Response to 65% PS&E Comments/Final 65%	NTP+18 months	10
Electronic Files of Plan Sheets Submitted	NTP+18 months	Electronic

**TASK 5 - 100% PS&E Phase**

<b><u>ITEM</u></b>	<b><u>Schedule</u></b>	<b><u>No. of Copies</u></b>
Design Plan Sheets	NTP+20 months	10 sets of half-size and 1 CD of CADD files

Special Provisions	NTP+20 months	10 sets and 1 CD of electronic files
Construction Cost Estimates	NTP+20 months	10 sets and 1 CD of electronic files
Encroachment Permit Application for Construction	NTP+20 months	7
Resident Engineers File	NTP+20 months	2
Utility Certification Documents	NTP+20 months	5
Lane Closure Charts	NTP+20 months	5
Construction Schedule	NTP+20 months	5
Design Reports	NTP+20 months	5
PS&E Checklist/Forms/Approvals	NTP+20 months	5
Response to 95% PS&E Comments	NTP+20 months	10

**TASK 6 - Final PS&E Phase**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Bid Documents	NTP+22 months	10
Resident Engineer's File Updates	NTP+22 months	2

Survey File	NTP+22 months	2
Final PS&E Forms/checklist	NTP+22 months	2
CAD Electronic submittal		Electronic
Response to 100% PS&E Comments	NTP+22 months	10

**TASK 7 – Right of Way Support**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Encroachment Permit Variance Request	NTP + 60 days	5
Land Net in CADD	NTP+8 months	Electronic
Right of Way Appraisal Maps in CADD	NTP+8 months	Electronic
Stamped and Signed Appraisal Maps	NTP + 10 months	5
Stamped and Signed Plats and Legal Descriptions	NTP+10 months	5
Right of Way Certification Documents	NTP+10 months	5
Utility Certification Documents	NTP+10 months	5
Right of Entry Exhibits	NTP+10 months	5

**EXHIBIT C: CONSULTANT'S PROPOSAL, INCLUDING  
NEGOTIATED COST/LABOR RATES**

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	TASK/PROJECT DESCRIPTION	DIRECT COST	INDIRECT COST	MAXIMUM FIXED FEE (PROFIT)	OTHER DIRECT COST	EXTENDED COST
<b>REQUIRED SERVICES</b>						
1	TASK 1: PROJECT MANAGEMENT AND COORDINATION (REQUIRED)	\$ 472,007.10	\$ 599,949.80	\$ 124,510.49	\$ -	\$ 1,196,467.39
2	TASK 2: PS&E SUPPORT (REQUIRED)	\$ 539,452.34	\$ 692,909.64	\$ 142,664.26	\$ 355,000.00	\$ 1,730,026.25
3	TASK 3: 65% PS&E PHASE (REQUIRED)	\$ 1,362,742.45	\$ 1,744,025.49	\$ 353,852.47	\$ -	\$ 3,460,620.40
4	TASK 4: 95% PS&E PHASE (REQUIRED)	\$ 1,063,417.76	\$ 1,340,307.17	\$ 279,316.83	\$ -	\$ 2,683,041.77
5	TASK 5: 100% DRAFT PS&E PHASE (REQUIRED)	\$ 492,087.04	\$ 618,067.60	\$ 129,682.86	\$ -	\$ 1,239,837.50
6	TASK 6: FINAL PS&E PHASE (REQUIRED)	\$ 193,421.83	\$ 246,902.50	\$ 49,988.47	\$ -	\$ 490,312.79
7	TASK 7: RIGHT OF WAY SUPPORT (REQUIRED)	\$ 84,325.82	\$ 128,933.14	\$ 23,246.81	\$ 7,000.00	\$ 243,505.77
<b>TOTAL OF REQUIRED SERVICES</b>		<b>\$ 4,207,454.36</b>	<b>\$ 5,371,095.34</b>	<b>\$ 1,103,262.19</b>	<b>\$ 362,000.00</b>	<b>\$ 11,043,811.88</b>
<b>OPTIONAL SERVICES</b>						
8	TASK 8: CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC CONTRACTOR TCP NEGOTIATIONS AND COORDINATION (OPTIONAL)	\$ 43,242.27	\$ 58,954.11	\$ 10,449.58	\$ -	\$ 112,645.96
9	TASK 9: DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES (OPTIONAL)	\$ 78,970.28	\$ 97,528.30	\$ 21,179.83	\$ -	\$ 197,678.41
10	TASK 10: DESIGN SUPPORT DURING CONSTRUCTION (OPTIONAL)	\$ 136,209.82	\$ 171,816.29	\$ 35,357.69	\$ 9,000.00	\$ 352,383.79
11	TASK 11: PREPARE AS-BUILT PLANS (OPTIONAL)	\$ 35,424.86	\$ 45,746.18	\$ 8,351.06	\$ -	\$ 89,522.10
12	TASK 12: VALUE ENGINEERING					\$ 700,000.00
<b>TOTAL OF OPTIONAL SERVICES</b>		<b>\$ 293,847.23</b>	<b>\$ 374,044.88</b>	<b>\$ 75,338.16</b>	<b>\$ 9,000.00</b>	<b>\$ 1,452,230.26</b>
<b>TOTAL PROPOSAL COST (REQUIRED SERVICES + OPTIONAL SERVICES)</b>						<b>\$ 12,496,042.14</b>

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS											ESCALATED DIRECT COST			INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 1.1	SUB TASK 1.2	SUB TASK 1.3	SUB TASK 1.4	SUB TASK 1.5	SUB TASK 1.6	SUB TASK 1.7	SUB TASK 1.8	SUB TASK 1.9	SUB TASK 1.10	SUB TASK 1.11	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>		
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G											
<b>TASK 1: PROJECT MANAGEMENT AND COORDINATION (REQUIRED)</b>																												
1	AECOM	X		Project Controls	Lisa Messieh	X			340.00						318.28					658.28	\$ 43.94	\$ 28,926.07	123.50%	\$ 35,723.69	12.00%	\$ 7,757.97	\$ 109.99	\$ 72,407.73
2	AECOM	X		Project Manager	Matt Korve	X			400.00	32.00	100.00	400.00	400.00	100.00	48.00	100.00	24.00	48.00	24.00	1,676.00	\$ 93.60	\$ 156,878.63	123.50%	\$ 193,745.11	12.00%	\$ 42,074.85	\$ 234.31	\$ 392,698.58
3	AECOM	X		Engineer - Lead	Peter DeStefano	X			24.00	12.00	100.00	376.00	376.00		24.00	50.00		24.00		986.00	\$ 114.69	\$ 113,081.63	123.50%	\$ 139,655.81	12.00%	\$ 30,328.49	\$ 287.09	\$ 283,065.93
4	AECOM	X		CMGC Coordinator/Advisor	Ryan Weaver	X								40.00						40.00	\$ 112.21	\$ 4,488.27	123.50%	\$ 5,543.01	12.00%	\$ 1,203.75	\$ 280.88	\$ 11,235.04
5	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X						376.00	380.00	200.00		100.00				1,056.00	\$ 87.97	\$ 92,891.57	123.50%	\$ 114,721.09	12.00%	\$ 24,913.52	\$ 220.20	\$ 232,526.17
6	AECOM	X		QA/QC Manager	Scott Kelsey	X											10.00			10.00	\$ 121.69	\$ 1,216.88	123.50%	\$ 1,502.85	12.00%	\$ 326.37	\$ 304.61	\$ 3,046.09
7	AECOM	X		Technical Advisor	Alan Glen	X							80.00	24.00		24.00		8.00		136.00	\$ 151.73	\$ 20,635.38	123.50%	\$ 25,484.70	12.00%	\$ 5,534.41	\$ 379.81	\$ 51,654.49
8	AECOM	X		Technical Advisor	Millette Litzinger	X						24.00			24.00		16.00			64.00	\$ 125.19	\$ 8,012.38	123.50%	\$ 9,895.29	12.00%	\$ 2,148.92	\$ 313.38	\$ 20,056.60
9	AECOM	X		Principal-in-Charge	Mark Aikawa	X			8.00									4.00		12.00	\$ 162.47	\$ 1,949.67	123.50%	\$ 2,407.85	12.00%	\$ 522.90	\$ 406.70	\$ 4,880.42
10	AECOM	X		Project Controls Manager	Rick Moreland	X			220.00											220.00	\$ 94.48	\$ 20,786.59	123.50%	\$ 25,671.44	12.00%	\$ 5,574.96	\$ 236.51	\$ 52,032.99
11	Merrill Morris Partners		X	Engineer - Landscape Architect Lead	Cathy Merrill	X						2.00								2.00	\$ 82.00	\$ 164.00	203.90%	\$ 334.40	6.00%	\$ 29.90	\$ 264.15	\$ 528.30
12	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X						26.00	100.00		32.00					158.00	\$ 55.86	\$ 8,826.28	203.90%	\$ 17,996.77	6.00%	\$ 1,609.38	\$ 179.95	\$ 28,432.43
13	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X						26.00	0.00							26.00	\$ 55.86	\$ 1,452.43	203.90%	\$ 2,961.49	6.00%	\$ 264.84	\$ 179.95	\$ 4,678.75
14	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X						100.00								100.00	\$ 49.27	\$ 4,927.18	203.90%	\$ 10,046.51	6.00%	\$ 898.42	\$ 158.72	\$ 15,872.11
15	Fehr & Peers		X	Principal-in-Charge	Steve Davis	x							4.00							4.00	\$ 89.69	\$ 358.75	183.52%	\$ 658.38	6.00%	\$ 61.03	\$ 269.54	\$ 1,078.16
16	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	x				24.00			48.00							72.00	\$ 84.76	\$ 6,102.69	183.52%	\$ 11,199.65	6.00%	\$ 1,038.14	\$ 254.73	\$ 18,340.48
17	Fehr & Peers		X	Project Coordinator	Valerie Contreras	x				24.00			8.00							32.00	\$ 40.90	\$ 1,308.72	183.52%	\$ 2,401.76	6.00%	\$ 222.63	\$ 122.91	\$ 3,933.11
<b>TOTAL OF TASK 1: PROJECT MANAGEMENT AND COORDINATION (REQUIRED)</b>									<b>992.00</b>	<b>92.00</b>	<b>200.00</b>	<b>1,206.00</b>	<b>1,520.00</b>	<b>364.00</b>	<b>422.28</b>	<b>298.00</b>	<b>34.00</b>	<b>100.00</b>	<b>24.00</b>	<b>5,252.28</b>	<b>\$ 472,007.10</b>	<b>\$ 599,949.80</b>	<b>\$ 124,510.49</b>	<b>\$ 227.80</b>	<b>\$ 1,196,467.39</b>			

**Instructions/Notes:**

- Denote with an "X" whether the company is Prime Consultant or Subconsultant, and whether staff is exempt, non-exempt, or subject to prevailing wage.
- List by classification group. To add new job classification not in the list, type it starting with #41 or go to "JOB CLASSIFICATION" sheet add new classification.
- DIRECT LABOR COST:** is defined as:
- INDIRECT COST MULTIPLIER:** Includes 1) Payroll Burden, 2) Employee Benefits, and 3) Overhead Costs
  - Payroll Burden:** is defined as:  
The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges and c) contributions imposed by law, or labor Contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant', cost of owner-required insurance (Ref. RFP Sample Agreement Item 5.4.2).
  - Employee Benefits:** are defined as:  
The cost of all Contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans (Ref. RFP Sample Agreement Item 5.4.3).
  - Overhead Costs:** are defined as:  
Those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY. It must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements (Ref. RFP Sample Agreement Item 5.4.4).
- Fee = maximum Fee/Profit as a percentage of Direct Labor Costs (Ref. RFP Sample Agreement Item 5.5). The fees listed on the form are maximum fees and Proposers may offer lower fee rates. A fee proposed by subconsultant must not exceed that of the Proposer (Ref. RFP Section 3 Proposal Content Item K.3 Cost Proposal).
- Hourly Billing Rate. Also known as Fully-Burdened Hourly Rate. See Equation in row #3



**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION				STAFF INFORMATION				TASK/SUB-TASK HOURS																			ESCALATED DIRECT COST			INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST				
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 2.1	SUB TASK 2.2	SUB TASK 2.3	SUB TASK 2.4	SUB TASK 2.5	SUB TASK 2.6.1	SUB TASK 2.6.2	SUB TASK 2.6.3	SUB TASK 2.6.4	SUB TASK 2.6.5	SUB TASK 2.6.6	SUB TASK 2.6.7	SUB TASK 2.6.8	SUB TASK 2.6.9	SUB TASK 2.6.10	SUB TASK 2.6.11	SUB TASK 2.6.12	SUB TASK 2.6.13	SUB TASK 2.6.14	SUB TASK 2.6.15	SUB TASK 2.6.16	SUB TASK 2.6.17	SUB TASK 2.7	TOTAL	RATE <sup>3</sup>	AMOUNT			RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G																							
<b>TASK 2: PS&amp;E SUPPORT (REQUIRED)</b>																																								
1	AECOM	X		Project Manager	Matt Korve	X			4.00	2.00	4.00	2.00	4.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	118.00	\$ 93.60	\$ 11,045.15	123.50%	\$ 13,640.77	12.00%	\$ 2,962.31	\$ 234.31	\$ 27,648.23
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			8.00	2.00	8.00	4.00	8.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	140.00	\$ 114.69	\$ 16,056.22	123.50%	\$ 19,829.43	12.00%	\$ 4,306.28	\$ 287.09	\$ 40,191.92
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			8.00	8.00	16.00	4.00	16.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	212.00	\$ 87.97	\$ 18,648.69	123.50%	\$ 23,031.13	12.00%	\$ 5,001.58	\$ 220.20	\$ 46,681.39	
4	AECOM	X		Project Engineer	Sean Jaime	X			8.00	16.00	64.00															80.00	20.00	24.00	24.00	236.00	\$ 69.97	\$ 16,512.09	123.50%	\$ 20,392.44	12.00%	\$ 4,428.54	\$ 175.14	\$ 41,333.07		
5	AECOM	X		Project Engineer	Cindy Jimenez	X			8.00	8.00	16.00															80.00	20.00	24.00	24.00	180.00	\$ 58.98	\$ 10,616.13	123.50%	\$ 13,110.92	12.00%	\$ 2,847.25	\$ 147.63	\$ 26,574.30		
6	AECOM	X		Project Engineer	Thom Guo	X			8.00		24.00			4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	228.00	\$ 60.31	\$ 13,750.91	123.50%	\$ 16,982.37	12.00%	\$ 3,687.99	\$ 150.97	\$ 34,421.27		
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			16.00		16.00		16.00																80.00	128.00	\$ 41.99	\$ 5,375.26	123.50%	\$ 6,638.45	12.00%	\$ 1,441.65	\$ 105.12	\$ 13,455.36		
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			16.00		16.00																		32.00	\$ 40.42	\$ 1,293.30	123.50%	\$ 1,597.23	12.00%	\$ 346.86	\$ 101.17	\$ 3,237.40			
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X								8.00	8.00												40.00		72.00	\$ 116.54	\$ 8,391.06	123.50%	\$ 10,362.96	12.00%	\$ 2,250.48	\$ 291.73	\$ 21,004.50			
10	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X								40.00	60.00														100.00	\$ 93.77	\$ 9,376.70	123.50%	\$ 11,580.22	12.00%	\$ 2,514.83	\$ 234.72	\$ 23,471.76			
11	AECOM	X		Project Engineer	Shawn Katebian	X								120.00	180.00														300.00	\$ 58.53	\$ 17,558.25	123.50%	\$ 21,684.44	12.00%	\$ 4,709.12	\$ 146.51	\$ 43,951.81			
12	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X																		8.00					8.00	\$ 90.20	\$ 721.60	123.50%	\$ 891.18	12.00%	\$ 193.53	\$ 225.79	\$ 1,806.31			
13	AECOM	X		Engineer - Transportation	Scott Shea	X			8.00											130.00	240.00	60.00						36.00	474.00	\$ 65.16	\$ 30,885.48	123.50%	\$ 38,143.57	12.00%	\$ 8,283.49	\$ 163.11	\$ 77,312.54			
14	AECOM	X		Engineer - Transportation Sr.	Swathi Korpu	X			8.00											80.00	120.00	24.00						232.00	\$ 96.51	\$ 22,391.25	123.50%	\$ 27,653.19	12.00%	\$ 6,005.33	\$ 241.59	\$ 56,049.77				
15	AECOM	X		Engineer - Civil Lead	Praveen Yerra	X			8.00											100.00								108.00	\$ 98.56	\$ 10,644.91	123.50%	\$ 13,146.47	12.00%	\$ 2,854.97	\$ 246.73	\$ 26,646.34				
16	AECOM	X		Engineer - Structural	Ramlin Kargarmoakhar	X			8.00																		36.00	552.00	\$ 76.15	\$ 42,033.28	123.50%	\$ 51,911.10	12.00%	\$ 11,273.33	\$ 190.61	\$ 105,217.71				
17	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			8.00																			144.00	\$ 88.85	\$ 12,793.97	123.50%	\$ 15,800.55	12.00%	\$ 3,431.34	\$ 222.40	\$ 32,025.86				
18	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X			8.00																				308.00	\$ 49.28	\$ 15,178.86	123.50%	\$ 18,745.89	12.00%	\$ 4,070.97	\$ 123.36	\$ 37,995.71			
19	AECOM	X		Engineer - Civil	Gus Silva	X			4.00																		36.00	44.00	\$ 76.59	\$ 3,369.87	123.50%	\$ 4,161.79	12.00%	\$ 903.80	\$ 191.72	\$ 8,435.46				
20	AECOM	X		Engineer - Structural	Thang Nguyen	X			4.00																			8.00	\$ 69.68	\$ 557.44	123.50%	\$ 688.43	12.00%	\$ 149.50	\$ 174.42	\$ 1,395.37				
21	AECOM	X		Engineer - Electrical	Cisco Ubario	X			4.00																			8.00	\$ 67.35	\$ 538.82	123.50%	\$ 665.45	12.00%	\$ 144.51	\$ 168.60	\$ 1,348.78				
22	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X						20.00				70.00	20.00											36.00	146.00	\$ 98.74	\$ 14,415.78	123.50%	\$ 17,803.49	12.00%	\$ 3,866.31	\$ 247.16	\$ 36,085.59			
23	AECOM	X		Engineer - Geotechnical	Erik Newman	X						100.00				500.00	124.00	8.00											732.00	\$ 91.44	\$ 66,934.26	123.50%	\$ 82,663.81	12.00%	\$ 17,951.77	\$ 228.89	\$ 167,549.85			
24	AECOM	X		Geologist	Sarah Benjaram	X						120.00				60.00	12.00												192.00	\$ 41.42	\$ 7,952.69	123.50%	\$ 9,821.57	12.00%	\$ 2,132.91	\$ 103.68	\$ 19,907.17			
25	AECOM	X		Track Lead	Alan Boone	X					4.00																		56.00	\$ 102.49	\$ 5,739.43	123.50%	\$ 7,088.19	12.00%	\$ 1,539.31	\$ 256.55	\$ 14,366.93			
26	AECOM	X		Engineer - Transportation	Angela Shields	X			8.00		24.00																		136.00	\$ 73.27	\$ 9,964.31	123.50%	\$ 12,305.93	12.00%	\$ 2,672.43	\$ 183.40	\$ 24,942.67			
27	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			24.00																			60.00	\$ 83.07	\$ 4,983.96	123.50%	\$ 6,155.19	12.00%	\$ 1,336.70	\$ 207.93	\$ 12,475.85				
28	AECOM	X		OCS Lead	Catherine Clement	X			24.00																				24.00	\$ 95.39	\$ 2,289.28	123.50%	\$ 2,827.26	12.00%	\$ 613.98	\$ 238.77	\$ 5,730.52			
29	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			8.00				40.00																84.00	\$ 110.38	\$ 9,272.11	123.50%	\$ 11,451.05	12.00%	\$ 2,486.78	\$ 276.31	\$ 23,209.94			
30	AECOM	X		Engineer - Utilities	Dan Cronquist	X			24.00				420.00																444.00	\$ 77.93	\$ 34,601.25	123.50%	\$ 42,732.55	12.00%	\$ 9,280.06	\$ 195.08	\$ 86,613.86			
31	AECOM	X		Engineer - Utilities	Josh Sun	X			24.00				320.00																344.00	\$ 66.60	\$ 22,911.95	123.50%	\$ 28,296.26	12.00%	\$ 6,144.98	\$ 166.72	\$ 57,353.19			
32	AECOM	X		Estimator Lead	John O'Reilly	X																							36.00	\$ 116.80	\$ 4,204.76	123.50%	\$ 5,192.87	12.00%	\$ 1,127.72	\$ 292.37	\$ 10,525.34			
33	AECOM	X		Geologist Sr	Agatha Kim	X												80.00											80.00	\$ 74.91	\$ 5,992.56	123.50%	\$ 7,400.81	12.00%	\$ 1,607.20	\$ 187.51	\$ 15,000.58			
34	AECOM	X		Geologist	Alberto Rodriguez-Santiago	X													198.84										198.84	\$ 49.27	\$ 9,796.96	123.50%	\$ 12,099.24	12.00%	\$ 2,627.54	\$ 123.34	\$ 24,523.74			
35	AECOM	X		Certified Value Specialist	Tammy Dow	X																							140.00	\$ 71.76	\$ 10,046.21	123.50%	\$ 12,407.06	12.00%	\$ 2,694.39	\$ 179.63	\$ 25,147.66			
36	AECOM	X		Engineer - Structural Lead	Syed Kazmi																								60.00	\$ 150.37	\$ 9,022.05	123.50%	\$ 11,142.23	12.00%	\$ 2,419.71	\$ 376.40	\$ 22,584.00			
37	AECOM	X		CAD Specialist - Lead	Jeff Coleman																																			

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS									ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 3.1	SUB TASK 3.2	SUB TASK 3.3	SUB TASK 3.4	SUB TASK 3.5	SUB TASK 3.6	SUB TASK 3.7	SUB TASK 3.8	SUB TASK 3.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT			RATE	AMOUNT <sup>5</sup>
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G									
<b>TASK 3: 65% PS&amp;E PHASE (REQUIRED)</b>																										
1	AECOM	X		Project Manager	Matt Korve	X			100.00	8.00	8.00	8.00	4.00	8.00	2.00	16.00	16.00	170.00	\$ 93.60	\$ 15,912.51	123.50%	\$ 19,651.95	12.00%	\$ 4,267.74	\$ 234.31	\$ 39,832.20
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			350.00	8.00	8.00	8.00	4.00	8.00		16.00	16.00	418.00	\$ 114.69	\$ 47,939.27	123.50%	\$ 59,205.00	12.00%	\$ 12,857.31	\$ 287.09	\$ 120,001.58
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			400.00	24.00	24.00	8.00	24.00	24.00		24.00	16.00	544.00	\$ 87.97	\$ 47,853.23	123.50%	\$ 59,098.74	12.00%	\$ 12,834.24	\$ 220.20	\$ 119,786.21
4	AECOM	X		Project Engineer	Sean Jaime	X			750.00		40.00	8.00	40.00	40.00		24.00		902.00	\$ 69.97	\$ 63,109.78	123.50%	\$ 77,940.58	12.00%	\$ 16,926.04	\$ 175.14	\$ 157,976.41
5	AECOM	X		Project Engineer	Cindy Jimenez	X			750.00		40.00	8.00				0.00		798.00	\$ 58.98	\$ 47,064.84	123.50%	\$ 58,125.08	12.00%	\$ 12,622.79	\$ 147.63	\$ 117,812.71
6	AECOM	X		Project Engineer	Thom Guo	X			750.00		40.00	8.00	40.00	60.00		24.00		922.00	\$ 60.31	\$ 55,606.74	123.50%	\$ 68,674.33	12.00%	\$ 14,913.73	\$ 150.97	\$ 139,194.80
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			1200.00		40.00	0.00						1,240.00	\$ 41.99	\$ 52,072.87	123.50%	\$ 64,309.99	12.00%	\$ 13,965.94	\$ 105.12	\$ 130,348.81
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			1200.00		40.00	0.00						1,240.00	\$ 40.42	\$ 50,115.53	123.50%	\$ 61,892.68	12.00%	\$ 13,440.99	\$ 101.17	\$ 125,449.19
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			100.00	8.00	8.00	8.00		40.00		24.00	24.00	212.00	\$ 116.54	\$ 24,707.01	123.50%	\$ 30,513.16	12.00%	\$ 6,626.42	\$ 291.73	\$ 61,846.59
10	AECOM	X		Project Engineer	Karen Lo	X			550.00	8.00	24.00							582.00	\$ 74.15	\$ 43,154.43	123.50%	\$ 53,295.72	12.00%	\$ 11,574.02	\$ 185.61	\$ 108,024.16
13	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			150.00	32.00	8.00	4.00		40.00		8.00	8.00	250.00	\$ 93.77	\$ 23,441.75	123.50%	\$ 28,950.56	12.00%	\$ 6,287.08	\$ 234.72	\$ 58,679.39
14	AECOM	X		Project Engineer	Shawn Katebian	X			350.00	8.00	40.00			60.00				458.00	\$ 58.53	\$ 26,805.60	123.50%	\$ 33,104.91	12.00%	\$ 7,189.26	\$ 146.51	\$ 67,099.77
15	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X			16.00	4.00	4.00							24.00	\$ 90.20	\$ 2,164.80	123.50%	\$ 2,673.53	12.00%	\$ 580.60	\$ 225.79	\$ 5,418.93
16	AECOM	X		Engineer - Transportation	Scott Shea	X			0.00					200.00		8.00		208.00	\$ 65.16	\$ 13,553.12	123.50%	\$ 16,738.11	12.00%	\$ 3,634.95	\$ 163.11	\$ 33,926.18
17	AECOM	X		Engineer - Transportation Sr.	Swathi Korpu	X			0.00					100.00				100.00	\$ 96.51	\$ 9,651.40	123.50%	\$ 11,919.48	12.00%	\$ 2,588.51	\$ 241.59	\$ 24,159.38
18	AECOM	X		Engineer - Civil Lead	Praveen Yerra	X			0.00					60.00				60.00	\$ 98.56	\$ 5,913.84	123.50%	\$ 7,303.59	12.00%	\$ 1,586.09	\$ 246.73	\$ 14,803.52
19	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			210.00			4.00		16.00	8.00	8.00		246.00	\$ 150.37	\$ 36,990.41	123.50%	\$ 45,683.15	12.00%	\$ 9,920.83	\$ 376.40	\$ 92,594.38
20	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			700.00	16.00	24.00	4.00		160.00	40.00	16.00	8.00	968.00	\$ 76.15	\$ 73,710.54	123.50%	\$ 91,032.51	12.00%	\$ 19,769.17	\$ 190.61	\$ 184,512.22
21	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			500.00		28.00	4.00		80.00	40.00	16.00	8.00	676.00	\$ 88.85	\$ 60,060.57	123.50%	\$ 74,174.81	12.00%	\$ 16,108.25	\$ 222.40	\$ 150,343.62
22	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X			300.00		40.00			100.00				440.00	\$ 49.28	\$ 21,684.08	123.50%	\$ 26,779.84	12.00%	\$ 5,815.67	\$ 123.36	\$ 54,279.59
24	AECOM	X		CAD Specialist - Structural	Chien Tu	X			800.00									800.00	\$ 57.59	\$ 46,075.80	123.50%	\$ 56,903.61	12.00%	\$ 12,357.53	\$ 144.17	\$ 115,336.94
25	AECOM	X		CAD Specialist - Lead	Chiman Lee	X			700.00									700.00	\$ 78.67	\$ 55,068.13	123.50%	\$ 68,009.13	12.00%	\$ 14,769.27	\$ 196.92	\$ 137,846.53
26	AECOM	X		Engineer - Civil Lead	Bryan Paine	X			32.00	8.00								40.00	\$ 115.23	\$ 4,609.22	123.50%	\$ 5,692.39	12.00%	\$ 1,236.19	\$ 288.44	\$ 11,537.80
27	AECOM	X		Engineer - Civil	Gus Silva	X			80.00		12.00	4.00						96.00	\$ 76.59	\$ 7,352.45	123.50%	\$ 9,080.27	12.00%	\$ 1,971.93	\$ 191.72	\$ 18,404.65
28	AECOM	X		Engineer - Structural Lead	Dale Wah	X			32.00	8.00								40.00	\$ 109.38	\$ 4,375.11	123.50%	\$ 5,403.26	12.00%	\$ 1,173.40	\$ 273.79	\$ 10,951.78
29	AECOM	X		Engineer - Structural	Thang Nguyen	X			240.00		12.00							252.00	\$ 69.68	\$ 17,559.23	123.50%	\$ 21,685.65	12.00%	\$ 4,709.39	\$ 174.42	\$ 43,954.27
30	AECOM	X		Engineer - Electrical Lead	Allen Randall	X			32.00	8.00								40.00	\$ 113.71	\$ 4,548.54	123.50%	\$ 5,617.45	12.00%	\$ 1,219.92	\$ 284.65	\$ 11,385.91
31	AECOM	X		Engineer - Electrical	Cisco Ubario	X			100.00		12.00							112.00	\$ 67.35	\$ 7,543.51	123.50%	\$ 9,316.23	12.00%	\$ 2,023.17	\$ 168.60	\$ 18,882.91
32	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X								40.00				40.00	\$ 98.74	\$ 3,949.53	123.50%	\$ 4,877.67	12.00%	\$ 1,059.26	\$ 247.16	\$ 9,886.46
33	AECOM	X		Engineer - Geotechnical	Erik Newman	X								260.00				260.00	\$ 91.44	\$ 23,774.47	123.50%	\$ 29,361.46	12.00%	\$ 6,376.31	\$ 228.89	\$ 59,512.24
34	AECOM	X		Geologist	Sarah Benjaram	X								100.00				100.00	\$ 41.42	\$ 4,142.03	123.50%	\$ 5,115.40	12.00%	\$ 1,110.89	\$ 103.68	\$ 10,368.32
35	AECOM	X		Engineer - Architect Lead	Bruce Farrell	X			24.00	4.00	4.00							32.00	\$ 108.58	\$ 3,474.50	123.50%	\$ 4,291.01	12.00%	\$ 931.86	\$ 271.79	\$ 8,697.38
36	AECOM	X		Engineer - Architect Sr.	Frank Delgado	X			100.00	8.00	8.00							116.00	\$ 93.30	\$ 10,822.28	123.50%	\$ 13,365.51	12.00%	\$ 2,902.53	\$ 233.54	\$ 27,090.33
37	AECOM	X		Track Lead	Alan Boone	X			40.00	8.00		4.00		4.00		8.00		64.00	\$ 102.49	\$ 6,559.34	123.50%	\$ 8,100.79	12.00%	\$ 1,759.22	\$ 256.55	\$ 16,419.35
38	AECOM	X		Engineer - Transportation	Angela Shields	X			600.00					40.00		16.00		656.00	\$ 73.27	\$ 48,063.15	123.50%	\$ 59,357.99	12.00%	\$ 12,890.54	\$ 183.40	\$ 120,311.68
39	AECOM	X		Engineer - Transportation	Elliot Wong	X			200.00					8.00				208.00	\$ 98.68	\$ 20,524.76	123.50%	\$ 25,348.08	12.00%	\$ 5,504.74	\$ 247.01	\$ 51,377.59
40	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			60.00	20.00		12.00	8.00			16.00		116.00	\$ 83.07	\$ 9,635.66	123.50%	\$ 11,900.04	12.00%	\$ 2,584.28	\$ 207.93	\$ 24,119.97
41	AECOM	X		OCS Lead	Catherine Clement	X			480.00	20.00						0.00		500.00	\$ 95.39	\$ 47,693.25	123.50%	\$ 58,901.16	12.00%	\$ 12,791.33	\$ 238.77	\$ 119,385.74
42	AECOM	X		OCS Engineer	Chanel Mack	X			500.00		20.00					0.00		520.00	\$ 44.77	\$ 23,281.44	123.50%	\$ 28,752.58	12.00%	\$ 6,244.08	\$ 112.07	\$ 58,278.10
43	AECOM	X		OCS Engineer Jr	Luis Ayala-Murillo	X			500.00		20.00					0.00		520.00	\$ 36.55	\$ 19,006.78	123.50%	\$ 23,473.37	12.00%	\$ 5,097.62	\$ 91.50	\$ 47,577.77
44	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			120.00	8.00	4.00					16.34	24.00	172.34	\$ 110.38	\$ 19,023.62	123.50%	\$ 23,494.18	12.00%	\$ 5,102.14	\$ 276.31	\$ 47,619.94
45	AECOM	X		Engineer - Utilities	Dan Cronquist	X			400.00	8.00	16.00	8.00	0.00			100.00		532.00	\$ 77.93	\$ 41,459.16	123.50%	\$ 51,202.06	12.00%	\$ 11,119.35	\$ 195.08	\$ 103,780.57
46	AECOM	X		Engineer - Utilities	Josh Sun	X			400.00		32.00					100.00		532.00	\$ 66.60	\$ 35,433.59	123.50%	\$ 43,760.49	12.00%	\$ 9,503.29	\$ 166.72	\$ 88,697.37

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS									ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST			
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 3.1	SUB TASK 3.2	SUB TASK 3.3	SUB TASK 3.4	SUB TASK 3.5	SUB TASK 3.6	SUB TASK 3.7	SUB TASK 3.8	SUB TASK 3.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT			RATE	AMOUNT <sup>5</sup>	
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G										
<b>TASK 3: 65% PS&amp;E PHASE (REQUIRED)</b>																											
47	AECOM	X		Estimator Lead	John O'Reilly	X				30.00							30.00	\$ 116.80	\$ 3,503.96	123.50%	\$ 4,327.39	12.00%	\$ 939.76	\$ 292.37	\$ 8,771.12		
48	AECOM	X		Engineer - Specifications	Maria Sedghi	X			100.00								24.00	124.00	\$ 127.17	\$ 15,769.30	123.50%	\$ 19,475.08	12.00%	\$ 4,229.33	\$ 318.34	\$ 39,473.70	
49	AECOM	X		Engineer - Specifications	David Harnagel	X			100.00								100.00	\$ 82.75	\$ 8,274.83	123.50%	\$ 10,219.41	12.00%	\$ 2,219.31	\$ 207.14	\$ 20,713.54		
50	AECOM	X		CAD Specialist - Lead	Jeff Coleman	X											-	\$ 103.86	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 259.99	\$ -		
51	AECOM	X		CAD Specialist - 3D Visualization	Andrew Jones	X											-	\$ 64.67	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 161.88	\$ -		
52	AECOM	X		Constructability Reviews	John Lostra	X								40.00			40.00	\$ 89.34	\$ 3,573.56	123.50%	\$ 4,413.35	12.00%	\$ 958.43	\$ 223.63	\$ 8,945.34		
53	AECOM	X		Technical Advisor	Alan Glen	X				0.00	0.00		0.00	0.00	0.00		-	\$ 151.73	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 379.81	\$ -		
54	AECOM	X		Scheduler Lead	Mande Schulz	X				60.00							60.00	\$ 98.48	\$ 5,908.92	123.50%	\$ 7,297.52	12.00%	\$ 1,584.77	\$ 246.52	\$ 14,791.21		
55	AECOM	X		Geologist Sr	Agatha Kim	X							24.00				24.00	\$ 74.91	\$ 1,797.77	123.50%	\$ 2,220.24	12.00%	\$ 482.16	\$ 187.51	\$ 4,500.17		
56	AECOM	X		Geologist	Alberto Rodriguez-Santiago	X							40.00				40.00	\$ 49.27	\$ 1,970.87	123.50%	\$ 2,434.02	12.00%	\$ 528.59	\$ 123.34	\$ 4,933.48		
57	AECOM	X		Certified Value Specialist	Tammy Dow	X							60.00				60.00	\$ 71.76	\$ 4,305.52	123.50%	\$ 5,317.31	12.00%	\$ 1,154.74	\$ 179.63	\$ 10,777.57		
60	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X		68.00	24.00				12.00				104.00	\$ 55.86	\$ 5,809.70	203.90%	\$ 11,845.98	6.00%	\$ 1,059.34	\$ 179.95	\$ 18,715.02		
61	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X		24.00					24.00				48.00	\$ 55.86	\$ 2,681.40	203.90%	\$ 5,467.37	6.00%	\$ 488.93	\$ 179.95	\$ 8,637.70		
62	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X		72.00									72.00	\$ 49.27	\$ 3,547.57	203.90%	\$ 7,233.49	6.00%	\$ 646.86	\$ 158.72	\$ 11,427.92		
63	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Mikaela Burnhart	X							24.00				24.00	\$ 39.46	\$ 947.10	203.90%	\$ 1,931.14	6.00%	\$ 172.69	\$ 127.12	\$ 3,050.93		
64	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X		140.00					60.00				200.00	\$ 34.49	\$ 6,898.25	203.90%	\$ 14,065.53	6.00%	\$ 1,257.83	\$ 111.11	\$ 22,221.61		
65	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Liz Giron	X		120.00					60.00				180.00	\$ 35.88	\$ 6,457.50	203.90%	\$ 13,166.84	6.00%	\$ 1,177.46	\$ 115.57	\$ 20,801.80		
66	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X		12.00	4.00								16.00	\$ 117.88	\$ 1,886.00	103.94%	\$ 1,960.31	10.00%	\$ 384.63	\$ 264.43	\$ 4,230.94		
67	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X		88.00	16.00	4.00							108.00	\$ 98.40	\$ 10,627.20	103.94%	\$ 11,045.91	10.00%	\$ 2,167.31	\$ 220.74	\$ 23,840.42		
68	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X		24.00									24.00	\$ 105.58	\$ 2,533.80	103.94%	\$ 2,633.63	10.00%	\$ 516.74	\$ 236.84	\$ 5,684.17		
69	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X		40.00									40.00	\$ 61.50	\$ 2,460.00	103.94%	\$ 2,556.92	10.00%	\$ 501.69	\$ 137.97	\$ 5,518.62		
70	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X				24.00							24.00	\$ 67.65	\$ 1,623.60	103.94%	\$ 1,687.57	10.00%	\$ 331.12	\$ 151.76	\$ 3,642.29		
71	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X		80.00									80.00	\$ 57.40	\$ 4,592.00	103.94%	\$ 4,772.92	10.00%	\$ 936.49	\$ 128.77	\$ 10,301.42		
72	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X		140.00									140.00	\$ 42.79	\$ 5,991.13	103.94%	\$ 6,227.18	10.00%	\$ 1,221.83	\$ 96.00	\$ 13,440.13		
73	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X		45.00	8.00	9.00			2.00				64.00	\$ 89.69	\$ 5,740.00	183.52%	\$ 10,534.05	6.00%	\$ 976.44	\$ 269.54	\$ 17,250.49		
74	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X		124.00	20.00	24.00			6.00				174.00	\$ 84.76	\$ 14,748.16	183.52%	\$ 27,065.83	6.00%	\$ 2,508.84	\$ 254.73	\$ 44,322.83		
75	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X		125.00	20.00	45.00			6.00				196.00	\$ 66.53	\$ 13,039.16	183.52%	\$ 23,929.47	6.00%	\$ 2,218.12	\$ 199.93	\$ 39,186.75		
76	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X		125.00	20.00	45.00			8.00				198.00	\$ 65.54	\$ 12,977.08	183.52%	\$ 23,815.54	6.00%	\$ 2,207.56	\$ 196.97	\$ 39,000.17		
77	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X		250.00	25.00	75.00			40.00				390.00	\$ 43.12	\$ 16,817.48	183.52%	\$ 30,863.44	6.00%	\$ 2,860.86	\$ 129.59	\$ 50,541.78		
78	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X		180.00									180.00	\$ 50.51	\$ 9,091.95	183.52%	\$ 16,685.55	6.00%	\$ 1,546.65	\$ 151.80	\$ 27,324.15		
79	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X		50.00	20.00	20.00							90.00	\$ 40.90	\$ 3,680.78	183.52%	\$ 6,754.96	6.00%	\$ 626.14	\$ 122.91	\$ 11,061.88		
<b>TOTAL OF TASK 3: 65% PS&amp;E PHASE (REQUIRED)</b>								<b>15,523.00</b>	<b>573.00</b>	<b>832.00</b>	<b>160.00</b>	<b>120.00</b>	<b>1,814.00</b>	<b>90.00</b>	<b>280.34</b>	<b>344.00</b>	<b>19,736.34</b>	<b>\$ 1,362,742.45</b>	<b>\$ 1,744,025.49</b>	<b>\$ 353,852.47</b>	<b>\$ 175.34</b>	<b>\$ 3,460,620.40</b>					

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION				STAFF INFORMATION				TASK/SUB-TASK HOURS									ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 4.1	SUB TASK 4.2	SUB TASK 4.3	SUB TASK 4.4	SUB TASK 4.5	SUB TASK 4.6	SUB TASK 4.7	SUB TASK 4.8	SUB TASK 4.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>	
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G										
<b>TASK 4: 95% PS&amp;E PHASE (REQUIRED)</b>																											
1	AECOM	X		Project Manager	Matt Korve	X			40.00	8.00	4.00	6.00	4.00	4.00	4.00		12.00	82.00	\$ 93.60	\$ 7,675.45	123.50%	\$ 9,479.18	12.00%	\$ 2,058.55	\$ 234.31	\$ 19,213.18	
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			120.00	8.00	4.00	6.00	4.00	4.00	4.00		12.00	162.00	\$ 114.69	\$ 18,579.33	123.50%	\$ 22,945.48	12.00%	\$ 4,982.98	\$ 287.09	\$ 46,507.79	
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			250.00	16.00	12.00	6.00	16.00	16.00	16.00		12.00	344.00	\$ 87.97	\$ 30,260.13	123.50%	\$ 37,371.26	12.00%	\$ 8,115.77	\$ 220.20	\$ 75,747.16	
4	AECOM	X		Project Engineer	Sean Jaime	X			360.00		20.00		24.00		24.00			428.00	\$ 69.97	\$ 29,945.66	123.50%	\$ 36,982.89	12.00%	\$ 8,031.43	\$ 175.14	\$ 74,959.98	
5	AECOM	X		Project Engineer	Cindy Jimenez	X			560.00									560.00	\$ 58.98	\$ 33,027.96	123.50%	\$ 40,789.53	12.00%	\$ 8,858.10	\$ 147.63	\$ 82,675.59	
6	AECOM	X		Project Engineer	Thom Guo	X			560.00		20.00		24.00	40.00	40.00			684.00	\$ 60.31	\$ 41,252.72	123.50%	\$ 50,947.11	12.00%	\$ 11,063.98	\$ 150.97	\$ 103,263.82	
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			800.00		24.00							824.00	\$ 41.99	\$ 34,603.26	123.50%	\$ 42,735.03	12.00%	\$ 9,280.59	\$ 105.12	\$ 86,618.89	
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			800.00		24.00							824.00	\$ 40.42	\$ 33,302.58	123.50%	\$ 41,128.68	12.00%	\$ 8,931.75	\$ 101.17	\$ 83,363.01	
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			100.00	8.00	8.00				24.00		32.00	172.00	\$ 116.54	\$ 20,045.31	123.50%	\$ 24,755.96	12.00%	\$ 5,376.15	\$ 291.73	\$ 50,177.42	
10	AECOM	X		Project Engineer	Karen Lo	X			320.00	4.00	16.00							340.00	\$ 74.15	\$ 25,210.49	123.50%	\$ 31,134.96	12.00%	\$ 6,761.45	\$ 185.61	\$ 63,106.90	
11	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			120.00	16.00	8.00	4.00			24.00		4.00	176.00	\$ 93.77	\$ 16,502.99	123.50%	\$ 20,381.20	12.00%	\$ 4,426.10	\$ 234.72	\$ 41,310.29	
12	AECOM	X		Project Engineer	Shawn Katebian	X			240.00	15.81	16.00				40.00			311.81	\$ 58.53	\$ 18,249.38	123.50%	\$ 22,537.99	12.00%	\$ 4,894.48	\$ 146.51	\$ 45,681.86	
13	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X			24.00									24.00	\$ 90.20	\$ 2,164.80	123.50%	\$ 2,673.53	12.00%	\$ 580.60	\$ 225.79	\$ 5,418.93	
14	AECOM	X		Engineer - Transportation	Scott Shea	X									100.00			100.00	\$ 65.16	\$ 6,515.93	123.50%	\$ 8,047.17	12.00%	\$ 1,747.57	\$ 163.11	\$ 16,310.66	
15	AECOM	X		Engineer - Transportation Sr.	Swathi Korpu	X									40.00			40.00	\$ 96.51	\$ 3,860.56	123.50%	\$ 4,767.79	12.00%	\$ 1,035.40	\$ 241.59	\$ 9,663.75	
16	AECOM	X		Engineer - Civil Lead	Praveen Yerra	X									32.00			32.00	\$ 98.56	\$ 3,154.05	123.50%	\$ 3,895.25	12.00%	\$ 845.92	\$ 246.73	\$ 7,895.21	
17	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			200.00			4.00			20.00	2.00		226.00	\$ 150.37	\$ 33,983.06	123.50%	\$ 41,969.07	12.00%	\$ 9,114.26	\$ 376.40	\$ 85,066.38	
18	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			400.00	12.00	16.00	4.00			140.00	8.00	4.00	584.00	\$ 76.15	\$ 44,469.99	123.50%	\$ 54,920.44	12.00%	\$ 11,926.85	\$ 190.61	\$ 111,317.29	
19	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			360.00		16.00	4.00			40.00	8.00	4.00	432.00	\$ 88.85	\$ 38,381.90	123.50%	\$ 47,401.65	12.00%	\$ 10,294.03	\$ 222.40	\$ 96,077.58	
20	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X			210.00		30.00				100.00			340.00	\$ 49.28	\$ 16,755.88	123.50%	\$ 20,693.51	12.00%	\$ 4,493.93	\$ 123.36	\$ 41,943.32	
21	AECOM	X		CAD Specialist - Structural	Chien Tu	X			500.00									500.00	\$ 57.59	\$ 28,797.38	123.50%	\$ 35,564.76	12.00%	\$ 7,723.46	\$ 144.17	\$ 72,085.59	
22	AECOM	X		CAD Specialist - Lead	Chiman Lee	X			420.00									420.00	\$ 78.67	\$ 33,040.88	123.50%	\$ 40,805.48	12.00%	\$ 8,861.56	\$ 196.92	\$ 82,707.92	
23	AECOM	X		Engineer - Structural	Ahmed Akl	X										1,150.00		1,150.00	\$ 77.92	\$ 89,608.58	123.50%	\$ 110,666.59	12.00%	\$ 24,033.02	\$ 195.05	\$ 224,308.18	
24	AECOM	X		Engineer - Structural Sr.	Oscar Henriquez	X										1,100.00		1,100.00	\$ 116.13	\$ 127,745.75	123.50%	\$ 157,766.00	12.00%	\$ 34,261.41	\$ 290.70	\$ 319,773.16	
25	AECOM	X		Engineer - Civil Lead	Bryan Paine	X			16.00	4.00								20.00	\$ 115.23	\$ 2,304.61	123.50%	\$ 2,846.19	12.00%	\$ 618.10	\$ 288.44	\$ 5,768.90	
26	AECOM	X		Engineer - Civil	Gus Silva	X			80.00		6.00	4.00						90.00	\$ 76.59	\$ 6,892.92	123.50%	\$ 8,512.76	12.00%	\$ 1,848.68	\$ 191.72	\$ 17,254.36	
27	AECOM	X		Engineer - Structural Lead	Dale Wah	X			16.00	4.00								20.00	\$ 109.38	\$ 2,187.56	123.50%	\$ 2,701.63	12.00%	\$ 586.70	\$ 273.79	\$ 5,475.89	
28	AECOM	X		Engineer - Structural	Thang Nguyen	X			220.00		6.00							226.00	\$ 69.68	\$ 15,747.57	123.50%	\$ 19,448.25	12.00%	\$ 4,223.50	\$ 174.42	\$ 39,419.31	
29	AECOM	X		Engineer - Electrical Lead	Allen Randall	X			16.00	4.00								20.00	\$ 113.71	\$ 2,274.27	123.50%	\$ 2,808.72	12.00%	\$ 609.96	\$ 284.65	\$ 5,692.95	
30	AECOM	X		Engineer - Electrical	Cisco Ubario	X			100.00		6.00							106.00	\$ 67.35	\$ 7,139.39	123.50%	\$ 8,817.15	12.00%	\$ 1,914.78	\$ 168.60	\$ 17,871.32	
31	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X									20.00			20.00	\$ 98.74	\$ 1,974.77	123.50%	\$ 2,438.83	12.00%	\$ 529.63	\$ 247.16	\$ 4,943.23	
32	AECOM	X		Engineer - Geotechnical	Erik Newman	X									180.00			180.00	\$ 91.44	\$ 16,459.25	123.50%	\$ 20,327.17	12.00%	\$ 4,414.37	\$ 228.89	\$ 41,200.78	
33	AECOM	X		Geologist	Sarah Benjaram	X									50.00			50.00	\$ 41.42	\$ 2,071.01	123.50%	\$ 2,557.70	12.00%	\$ 555.45	\$ 103.68	\$ 5,184.16	
34	AECOM	X		Engineer - Architect Lead	Bruce Farrell	X			5.00	4.00	4.00							13.00	\$ 108.58	\$ 1,411.52	123.50%	\$ 1,743.22	12.00%	\$ 378.57	\$ 271.79	\$ 3,533.31	
35	AECOM	X		Engineer - Architect Sr.	Frank Delgado	X			60.00	4.00	6.00							70.00	\$ 93.30	\$ 6,530.69	123.50%	\$ 8,065.40	12.00%	\$ 1,751.53	\$ 233.54	\$ 16,347.61	
36	AECOM	X		Track Lead	Alan Boone	X			24.00	4.00		4.00			2.00			34.00	\$ 102.49	\$ 3,484.65	123.50%	\$ 4,303.54	12.00%	\$ 934.58	\$ 256.55	\$ 8,722.78	
37	AECOM	X		Engineer - Transportation	Angela Shields	X			360.00						24.00			384.00	\$ 73.27	\$ 28,134.53	123.50%	\$ 34,746.14	12.00%	\$ 7,545.68	\$ 183.40	\$ 70,426.35	
38	AECOM	X		Engineer - Transportation	Elliot Wong	X			120.00						4.00			124.00	\$ 98.68	\$ 12,235.92	123.50%	\$ 15,111.36	12.00%	\$ 3,281.67	\$ 247.01	\$ 30,628.95	
39	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			40.00	16.00		12.00	8.00					76.00	\$ 83.07	\$ 6,313.02	123.50%	\$ 7,796.57	12.00%	\$ 1,693.15	\$ 207.93	\$ 15,802.74	
40	AECOM	X		OCS Lead	Catherine Clement	X			380.00	16.00								396.00	\$ 95.39	\$ 37,773.05	123.50%	\$ 46,649.72	12.00%	\$ 10,130.73	\$ 238.77	\$ 94,553.51	
41	AECOM	X		OCS Engineer	Chanel Mack	X			380.00		20.00							400.00	\$ 44.77	\$ 17,908.80	123.50%	\$ 22,117.37	12.00%	\$ 4,803.14	\$ 112.07	\$ 44,829.31	
42	AECOM	X		OCS Engineer Jr	Luis Ayala-Murillo	X			380.00		20.00							400.00	\$ 36.55	\$ 14,620.60	123.50%	\$ 18,056.44	12.00%	\$ 3,921.24	\$ 91.50	\$ 36,598.29	

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS										ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 4.1	SUB TASK 4.2	SUB TASK 4.3	SUB TASK 4.4	SUB TASK 4.5	SUB TASK 4.6	SUB TASK 4.7	SUB TASK 4.8	SUB TASK 4.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>
																			A	B	C=A*B	D	E=C*D			F
<b>TASK 4: 95% PS&amp;E PHASE (REQUIRED)</b>																										
43	AECOM	X		Engineer - Utilities Lead	Sang Kim	X		40.00									16.00	56.00	\$ 110.38	\$ 6,181.41	123.50%	\$ 7,634.04	12.00%	\$ 1,657.85	\$ 276.31	\$ 15,473.30
44	AECOM	X		Engineer - Utilities	Dan Cronquist	X		200.00			4.00						80.00	284.00	\$ 77.93	\$ 22,132.33	123.50%	\$ 27,333.43	12.00%	\$ 5,935.89	\$ 195.08	\$ 55,401.66
45	AECOM	X		Engineer - Utilities	Josh Sun	X		200.00									80.00	280.00	\$ 66.60	\$ 18,649.26	123.50%	\$ 23,031.84	12.00%	\$ 5,001.73	\$ 166.72	\$ 46,682.83
46	AECOM	X		Estimator Lead	John O'Reilly	X				20.00							20.00	20.00	\$ 116.80	\$ 2,335.98	123.50%	\$ 2,884.93	12.00%	\$ 626.51	\$ 292.37	\$ 5,847.41
47	AECOM	X		Engineer - Specifications	Maria Sedghi	X			80.00								16.00	96.00	\$ 127.17	\$ 12,208.49	123.50%	\$ 15,077.48	12.00%	\$ 3,274.32	\$ 318.34	\$ 30,560.29
48	AECOM	X		Engineer - Specifications	David Harnagel	X			80.00								80.00	80.00	\$ 82.75	\$ 6,619.86	123.50%	\$ 8,175.53	12.00%	\$ 1,775.45	\$ 207.14	\$ 16,570.83
49	AECOM	X		Scheduler Lead	Mande Schulz	X					40.00						40.00	40.00	\$ 98.48	\$ 3,939.28	123.50%	\$ 4,865.01	12.00%	\$ 1,056.51	\$ 246.52	\$ 9,860.81
50	AECOM	X		Geologist Sr	Agatha Kim	X								8.00			8.00	8.00	\$ 74.91	\$ 599.26	123.50%	\$ 740.08	12.00%	\$ 160.72	\$ 187.51	\$ 1,500.06
51	AECOM	X		Geologist	Alberto Rodriguez-Santiago	X								16.00			16.00	16.00	\$ 49.27	\$ 788.35	123.50%	\$ 973.61	12.00%	\$ 211.43	\$ 123.34	\$ 1,973.39
52	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X		24.00						6.00			30.00	30.00	\$ 55.86	\$ 1,675.88	203.90%	\$ 3,417.11	6.00%	\$ 305.58	\$ 179.95	\$ 5,398.56
53	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X								8.00			8.00	8.00	\$ 55.86	\$ 446.90	203.90%	\$ 911.23	6.00%	\$ 81.49	\$ 179.95	\$ 1,439.62
54	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X		40.00									40.00	40.00	\$ 49.27	\$ 1,970.87	203.90%	\$ 4,018.60	6.00%	\$ 359.37	\$ 158.72	\$ 6,348.84
55	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Mikaela Burnhart	X								8.00			8.00	8.00	\$ 39.46	\$ 315.70	203.90%	\$ 643.71	6.00%	\$ 57.56	\$ 127.12	\$ 1,016.98
56	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X		48.00						12.00			60.00	60.00	\$ 34.49	\$ 2,069.48	203.90%	\$ 4,219.66	6.00%	\$ 377.35	\$ 111.11	\$ 6,666.48
57	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Liz Giron	X								12.00			12.00	12.00	\$ 35.88	\$ 430.50	203.90%	\$ 877.79	6.00%	\$ 78.50	\$ 115.57	\$ 1,386.79
58	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X		4.00	4.00								8.00	8.00	\$ 117.88	\$ 943.00	103.94%	\$ 980.15	10.00%	\$ 192.32	\$ 264.43	\$ 2,115.47
59	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X		32.00	16.00	4.00							52.00	52.00	\$ 98.40	\$ 5,116.80	103.94%	\$ 5,318.40	10.00%	\$ 1,043.52	\$ 220.74	\$ 11,478.72
60	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X		20.00									20.00	20.00	\$ 105.58	\$ 2,111.50	103.94%	\$ 2,194.69	10.00%	\$ 430.62	\$ 236.84	\$ 4,736.81
61	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X		28.00									28.00	28.00	\$ 61.50	\$ 1,722.00	103.94%	\$ 1,789.85	10.00%	\$ 351.18	\$ 137.97	\$ 3,863.03
62	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X				24.00							24.00	24.00	\$ 67.65	\$ 1,623.60	103.94%	\$ 1,687.57	10.00%	\$ 331.12	\$ 151.76	\$ 3,642.29
63	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X		50.00									50.00	50.00	\$ 57.40	\$ 2,870.00	103.94%	\$ 2,983.08	10.00%	\$ 585.31	\$ 128.77	\$ 6,438.39
64	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X		100.00									100.00	100.00	\$ 42.79	\$ 4,279.38	103.94%	\$ 4,447.98	10.00%	\$ 872.74	\$ 96.00	\$ 9,600.09
65	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X		25.00	5.00	5.00				2.00			37.00	37.00	\$ 89.69	\$ 3,318.44	183.52%	\$ 6,090.00	6.00%	\$ 564.51	\$ 269.54	\$ 9,972.94
66	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X		67.00	14.00	14.00				4.00			99.00	99.00	\$ 84.76	\$ 8,391.20	183.52%	\$ 15,399.52	6.00%	\$ 1,427.44	\$ 254.73	\$ 25,218.16
67	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X		70.00	15.00	15.00				4.00			104.00	104.00	\$ 66.53	\$ 6,918.74	183.52%	\$ 12,697.27	6.00%	\$ 1,176.96	\$ 199.93	\$ 20,792.97
68	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X		67.00	15.00	15.00				4.00			101.00	101.00	\$ 65.54	\$ 6,619.62	183.52%	\$ 12,148.33	6.00%	\$ 1,126.08	\$ 196.97	\$ 19,894.03
69	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X		110.00	45.00	45.00				20.00			220.00	220.00	\$ 43.12	\$ 9,486.79	183.52%	\$ 17,410.15	6.00%	\$ 1,613.82	\$ 129.59	\$ 28,510.75
70	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X		100.00									100.00	100.00	\$ 50.51	\$ 5,051.08	183.52%	\$ 9,269.75	6.00%	\$ 859.25	\$ 151.80	\$ 15,180.09
71	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X		25.00	12.00	12.00							49.00	49.00	\$ 40.90	\$ 2,003.98	183.52%	\$ 3,677.70	6.00%	\$ 340.90	\$ 122.91	\$ 6,022.58
<b>TOTAL OF TASK 4: 95% PS&amp;E PHASE (REQUIRED)</b>								<b>9,831.00</b>	<b>429.81</b>	<b>440.00</b>	<b>98.00</b>	<b>80.00</b>	<b>64.00</b>	<b>1,032.00</b>	<b>2,268.00</b>	<b>272.00</b>	<b>14,514.81</b>	<b>\$ 1,063,417.76</b>	<b>\$ 1,340,307.17</b>	<b>\$ 279,316.83</b>	<b>\$ 184.85</b>	<b>\$ 2,683,041.77</b>				

**COST PROPOSAL FORM**  
**COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)**

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS							ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>E</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 5.1	SUB TASK 5.2	SUB TASK 5.3	SUB TASK 5.4	SUB TASK 5.5	SUB TASK 5.6	SUB TASK 5.7	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G
																A	B	C=A*B	D	E=C*D	F	G=F*(C+E)		
<b>TASK 5: 100% DRAFT PS&amp;E PHASE (REQUIRED)</b>																								
1	AECOM	X		Project Manager	Matt Korve	X			40.00	4.00	2.00		4.00	4.00	8.00	62.00	\$ 93.60	\$ 5,803.39	123.50%	\$ 7,167.18	12.00%	\$ 1,556.47	\$ 234.31	\$ 14,527.04
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			108.00	4.00	2.00		8.00	16.00	16.00	154.00	\$ 114.69	\$ 17,661.84	123.50%	\$ 21,812.37	12.00%	\$ 4,736.90	\$ 287.09	\$ 44,211.11
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			190.00	4.00	8.00		16.00	40.00	40.00	298.00	\$ 87.97	\$ 26,213.72	123.50%	\$ 32,373.94	12.00%	\$ 7,030.52	\$ 220.20	\$ 65,618.18
4	AECOM	X		Project Engineer	Sean Jaime	X			183.47		12.00		24.00	80.00	40.00	339.47	\$ 69.97	\$ 23,751.45	123.50%	\$ 29,333.04	12.00%	\$ 6,370.14	\$ 175.14	\$ 59,454.62
5	AECOM	X		Project Engineer	Cindy Jimenez	X			284.00		0.00					284.00	\$ 58.98	\$ 16,749.89	123.50%	\$ 20,686.12	12.00%	\$ 4,492.32	\$ 147.63	\$ 41,928.33
6	AECOM	X		Project Engineer	Thom Guo	X			284.00		12.00			80.00	40.00	416.00	\$ 60.31	\$ 25,089.38	123.50%	\$ 30,985.38	12.00%	\$ 6,728.97	\$ 150.97	\$ 62,803.73
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			400.00				40.00	40.00	40.00	520.00	\$ 41.99	\$ 21,837.01	123.50%	\$ 26,968.71	12.00%	\$ 5,856.69	\$ 105.12	\$ 54,662.40
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			600.00					40.00	40.00	680.00	\$ 40.42	\$ 27,482.71	123.50%	\$ 33,941.15	12.00%	\$ 7,370.86	\$ 101.17	\$ 68,794.72
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X		44.00	8.00				32.00	8.00		92.00	\$ 116.54	\$ 10,721.91	123.50%	\$ 13,241.56	12.00%	\$ 2,875.62	\$ 291.73	\$ 26,839.09
10	AECOM	X		Project Engineer	Karen Lo	X			244.00							244.00	\$ 74.15	\$ 18,092.23	123.50%	\$ 22,343.91	12.00%	\$ 4,852.34	\$ 185.61	\$ 45,288.48
11	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X		84.00	2.00				4.00			90.00	\$ 93.77	\$ 8,439.03	123.50%	\$ 10,422.20	12.00%	\$ 2,263.35	\$ 234.72	\$ 21,124.58
12	AECOM	X		Project Engineer	Shawn Katebian	X			164.00				16.00			180.00	\$ 58.53	\$ 10,534.95	123.50%	\$ 13,010.66	12.00%	\$ 2,825.47	\$ 146.51	\$ 26,371.09
13	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X		8.00								8.00	\$ 90.20	\$ 721.60	123.50%	\$ 891.18	12.00%	\$ 193.53	\$ 225.79	\$ 1,806.31
14	AECOM	X		Engineer - Transportation	Scott Shea	X						60.00				60.00	\$ 65.16	\$ 3,909.56	123.50%	\$ 4,828.30	12.00%	\$ 1,048.54	\$ 163.11	\$ 9,786.40
15	AECOM	X		Engineer - Transportation Sr.	Swathi Korpu	X						20.00				20.00	\$ 96.51	\$ 1,930.28	123.50%	\$ 2,383.90	12.00%	\$ 517.70	\$ 241.59	\$ 4,831.88
16	AECOM	X		Engineer - Civil Lead	Praveen Yerra	X						16.00				16.00	\$ 98.56	\$ 1,577.02	123.50%	\$ 1,947.62	12.00%	\$ 422.96	\$ 246.73	\$ 3,947.61
17	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X		150.00				20.00				170.00	\$ 150.37	\$ 25,562.48	123.50%	\$ 31,569.66	12.00%	\$ 6,855.86	\$ 376.40	\$ 63,987.99
18	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X		350.00	2.00		100.00					452.00	\$ 76.15	\$ 34,418.56	123.50%	\$ 42,506.92	12.00%	\$ 9,231.06	\$ 190.61	\$ 86,156.53
19	AECOM	X		Engineer - Structural Sr.	Orin Brown	X		280.00	2.00		40.00					322.00	\$ 88.85	\$ 28,608.73	123.50%	\$ 35,331.79	12.00%	\$ 7,672.86	\$ 222.40	\$ 71,613.38
20	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X		150.00			60.00					210.00	\$ 49.28	\$ 10,349.22	123.50%	\$ 12,781.29	12.00%	\$ 2,775.66	\$ 123.36	\$ 25,906.17
21	AECOM	X		CAD Specialist - Structural	Chien Tu	X		280.00								280.00	\$ 57.59	\$ 16,126.53	123.50%	\$ 19,916.26	12.00%	\$ 4,325.14	\$ 144.17	\$ 40,367.93
22	AECOM	X		CAD Specialist - Lead	Chiman Lee	X		250.00								250.00	\$ 78.67	\$ 19,667.19	123.50%	\$ 24,288.98	12.00%	\$ 5,274.74	\$ 196.92	\$ 49,230.90
23	AECOM	X		Engineer - Civil Lead	Bryan Paine	X		20.00								20.00	\$ 115.23	\$ 2,304.61	123.50%	\$ 2,846.19	12.00%	\$ 618.10	\$ 288.44	\$ 5,768.90
24	AECOM	X		Engineer - Civil	Gus Silva	X		80.00	2.00							82.00	\$ 76.59	\$ 6,280.22	123.50%	\$ 7,756.07	12.00%	\$ 1,684.35	\$ 191.72	\$ 15,720.64
25	AECOM	X		Engineer - Structural Lead	Dale Wah	X		16.00	2.00							18.00	\$ 109.38	\$ 1,968.80	123.50%	\$ 2,431.47	12.00%	\$ 528.03	\$ 273.79	\$ 4,928.30
26	AECOM	X		Engineer - Structural	Thang Nguyen	X		200.00								200.00	\$ 69.68	\$ 13,935.90	123.50%	\$ 17,210.84	12.00%	\$ 3,737.61	\$ 174.42	\$ 34,884.34
27	AECOM	X		Engineer - Electrical Lead	Allen Randall	X		16.00								16.00	\$ 113.71	\$ 1,819.42	123.50%	\$ 2,246.98	12.00%	\$ 487.97	\$ 284.65	\$ 4,554.36
28	AECOM	X		Engineer - Electrical	Cisco Ubario	X		100.00								100.00	\$ 67.35	\$ 6,735.28	123.50%	\$ 8,318.06	12.00%	\$ 1,806.40	\$ 168.60	\$ 16,859.74
29	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X						12.00				12.00	\$ 98.74	\$ 1,184.86	123.50%	\$ 1,463.30	12.00%	\$ 317.78	\$ 247.16	\$ 2,965.94
30	AECOM	X		Engineer - Geotechnical	Erik Newman	X						90.00				90.00	\$ 91.44	\$ 8,229.62	123.50%	\$ 10,163.58	12.00%	\$ 2,207.18	\$ 228.89	\$ 20,600.39
31	AECOM	X		Geologist	Sarah Benjaram	X						24.00				24.00	\$ 41.42	\$ 994.09	123.50%	\$ 1,227.70	12.00%	\$ 266.61	\$ 103.68	\$ 2,488.40
32	AECOM	X		Engineer - Architect Lead	Bruce Farrell	X		8.00								8.00	\$ 108.58	\$ 868.63	123.50%	\$ 1,072.75	12.00%	\$ 232.97	\$ 271.79	\$ 2,174.34
33	AECOM	X		Engineer - Architect Sr.	Frank Delgado	X		48.00								48.00	\$ 93.30	\$ 4,478.18	123.50%	\$ 5,530.56	12.00%	\$ 1,201.05	\$ 233.54	\$ 11,209.79
34	AECOM	X		Track Lead	Alan Boone	X		12.00	2.00							14.00	\$ 102.49	\$ 1,434.86	123.50%	\$ 1,772.05	12.00%	\$ 384.83	\$ 256.55	\$ 3,591.73
35	AECOM	X		Engineer - Transportation	Angela Shields	X		180.00								180.00	\$ 73.27	\$ 13,188.06	123.50%	\$ 16,287.25	12.00%	\$ 3,537.04	\$ 183.40	\$ 33,012.35
36	AECOM	X		Engineer - Transportation	Elliot Wong	X		60.00								60.00	\$ 98.68	\$ 5,920.61	123.50%	\$ 7,311.95	12.00%	\$ 1,587.91	\$ 247.01	\$ 14,820.46
37	AECOM	X		OCS Engineer Sr	Mario Marozzi	X		40.00	4.00	4.00						48.00	\$ 83.07	\$ 3,987.17	123.50%	\$ 4,924.15	12.00%	\$ 1,069.36	\$ 207.93	\$ 9,980.68
38	AECOM	X		OCS Lead	Catherine Clement	X		100.00								100.00	\$ 95.39	\$ 9,538.65	123.50%	\$ 11,780.23	12.00%	\$ 2,558.27	\$ 238.77	\$ 23,877.15

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS							ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>E</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 5.1	SUB TASK 5.2	SUB TASK 5.3	SUB TASK 5.4	SUB TASK 5.5	SUB TASK 5.6	SUB TASK 5.7	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT			RATE	AMOUNT <sup>5</sup>
																A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G
<b>TASK 5: 100% DRAFT PS&amp;E PHASE (REQUIRED)</b>																								
39	AECOM	X		OCS Engineer	Chanel Mack	X			100.00							100.00	\$ 44.77	\$ 4,477.20	123.50%	\$ 5,529.34	12.00%	\$ 1,200.79	\$ 112.07	\$ 11,207.33
40	AECOM	X		OCS Engineer Jr	Luis Ayala-Murillo	X			100.00							100.00	\$ 36.55	\$ 3,655.15	123.50%	\$ 4,514.11	12.00%	\$ 980.31	\$ 91.50	\$ 9,149.57
41	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			8.00							8.00	\$ 110.38	\$ 883.06	123.50%	\$ 1,090.58	12.00%	\$ 236.84	\$ 276.31	\$ 2,210.47
42	AECOM	X		Engineer - Utilities	Dan Cronquist	X			40.00							40.00	\$ 77.93	\$ 3,117.23	123.50%	\$ 3,849.78	12.00%	\$ 836.04	\$ 195.08	\$ 7,803.05
43	AECOM	X		Engineer - Utilities	Josh Sun	X			40.00							40.00	\$ 66.60	\$ 2,664.18	123.50%	\$ 3,290.26	12.00%	\$ 714.53	\$ 166.72	\$ 6,668.98
44	AECOM	X		Estimator Lead	John O'Reilly	X			8.00							8.00	\$ 116.80	\$ 934.39	123.50%	\$ 1,153.97	12.00%	\$ 250.60	\$ 292.37	\$ 2,338.97
45	AECOM	X		Engineer - Specifications	Maria Sedghi	X			40.00							40.00	\$ 127.17	\$ 5,086.87	123.50%	\$ 6,282.28	12.00%	\$ 1,364.30	\$ 318.34	\$ 12,733.45
46	AECOM	X		Engineer - Specifications	David Harnagel	X			40.00							40.00	\$ 82.75	\$ 3,309.93	123.50%	\$ 4,087.76	12.00%	\$ 887.72	\$ 207.14	\$ 8,285.42
47	AECOM	X		Scheduler Lead	Mande Schulz	X			24.00							24.00	\$ 98.48	\$ 2,363.57	123.50%	\$ 2,919.01	12.00%	\$ 633.91	\$ 246.52	\$ 5,916.48
48	AECOM	X		Geologist Sr	Agatha Kim	X						4.00				4.00	\$ 74.91	\$ 299.63	123.50%	\$ 370.04	12.00%	\$ 80.36	\$ 187.51	\$ 750.03
49	AECOM	X		Geologist	Alberto Rodriguez-Santiago	X						8.00				8.00	\$ 49.27	\$ 394.17	123.50%	\$ 486.80	12.00%	\$ 105.72	\$ 123.34	\$ 986.70
50	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X		16.00	2.00		2.00					20.00	\$ 55.86	\$ 1,117.25	203.90%	\$ 2,278.07	6.00%	\$ 203.72	\$ 179.95	\$ 3,599.04
51	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X					2.00					2.00	\$ 55.86	\$ 111.73	203.90%	\$ 227.81	6.00%	\$ 20.37	\$ 179.95	\$ 359.90
52	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X		20.00								20.00	\$ 49.27	\$ 985.44	203.90%	\$ 2,009.30	6.00%	\$ 179.68	\$ 158.72	\$ 3,174.42
53	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Mikaela Burnhart	X					2.00					2.00	\$ 39.46	\$ 78.93	203.90%	\$ 160.93	6.00%	\$ 14.39	\$ 127.12	\$ 254.24
54	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X		40.00			8.00					48.00	\$ 34.49	\$ 1,655.58	203.90%	\$ 3,375.73	6.00%	\$ 301.88	\$ 111.11	\$ 5,333.19
55	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Liz Giron	X					8.00					8.00	\$ 35.88	\$ 287.00	203.90%	\$ 585.19	6.00%	\$ 52.33	\$ 115.57	\$ 924.52
56	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X		4.00								4.00	\$ 117.88	\$ 471.50	103.94%	\$ 490.08	10.00%	\$ 96.16	\$ 264.43	\$ 1,057.73
57	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X		24.00								24.00	\$ 98.40	\$ 2,361.60	103.94%	\$ 2,454.65	10.00%	\$ 481.62	\$ 220.74	\$ 5,297.87
58	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X		8.00								8.00	\$ 105.58	\$ 844.60	103.94%	\$ 877.88	10.00%	\$ 172.25	\$ 236.84	\$ 1,894.72
59	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X		16.00								16.00	\$ 61.50	\$ 984.00	103.94%	\$ 1,022.77	10.00%	\$ 200.68	\$ 137.97	\$ 2,207.45
60	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X		8.00								8.00	\$ 67.65	\$ 541.20	103.94%	\$ 562.52	10.00%	\$ 110.37	\$ 151.76	\$ 1,214.10
61	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X		24.00								24.00	\$ 57.40	\$ 1,377.60	103.94%	\$ 1,431.88	10.00%	\$ 280.95	\$ 128.77	\$ 3,090.43
62	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X		40.00								40.00	\$ 42.79	\$ 1,711.75	103.94%	\$ 1,779.19	10.00%	\$ 349.09	\$ 96.00	\$ 3,840.04
63	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X		12.00								12.00	\$ 89.69	\$ 1,076.25	183.52%	\$ 1,975.13	6.00%	\$ 183.08	\$ 269.54	\$ 3,234.47
64	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X		32.00			2.00					34.00	\$ 84.76	\$ 2,881.82	183.52%	\$ 5,288.73	6.00%	\$ 490.23	\$ 254.73	\$ 8,660.78
65	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X		35.00			2.00					37.00	\$ 66.53	\$ 2,461.47	183.52%	\$ 4,517.30	6.00%	\$ 418.73	\$ 199.93	\$ 7,397.50
66	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X		30.00			2.00					32.00	\$ 65.54	\$ 2,097.31	183.52%	\$ 3,848.98	6.00%	\$ 356.78	\$ 196.97	\$ 6,303.06
67	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X		20.00			8.00					28.00	\$ 43.12	\$ 1,207.41	183.52%	\$ 2,215.84	6.00%	\$ 205.39	\$ 129.59	\$ 3,628.64
68	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X		80.00								80.00	\$ 50.51	\$ 4,040.87	183.52%	\$ 7,415.80	6.00%	\$ 687.40	\$ 151.80	\$ 12,144.07
69	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X		12.00								12.00	\$ 40.90	\$ 490.77	183.52%	\$ 900.66	6.00%	\$ 83.49	\$ 122.91	\$ 1,474.92
<b>TOTAL OF TASK 5: 100% DRAFT PS&amp;E PHASE (REQUIRED)</b>									<b>5,770.47</b>	<b>62.00</b>	<b>40.00</b>	<b>490.00</b>	<b>144.00</b>	<b>308.00</b>	<b>224.00</b>	<b>7,038.47</b>	<b>\$ 492,087.04</b>	<b>\$ 618,067.60</b>	<b>\$ 129,682.86</b>	<b>\$ 176.15</b>	<b>\$ 1,239,837.50</b>			

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS				ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 6.1	SUB TASK 6.2	SUB TASK 6.3	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>
													B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G
<b>TASK 6: FINAL PS&amp;E PHASE (REQUIRED)</b>																				
1	AECOM	X		Project Manager	Matt Korve	X			12.00	4.00	4.00	20.00	\$ 93.60	\$ 1,872.06	123.50%	\$ 2,311.99	12.00%	\$ 502.09	\$ 234.31	\$ 4,686.14
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			32.00	8.00	8.00	48.00	\$ 114.69	\$ 5,504.99	123.50%	\$ 6,798.66	12.00%	\$ 1,476.44	\$ 287.09	\$ 13,780.09
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			52.00	16.00	16.00	84.00	\$ 87.97	\$ 7,389.10	123.50%	\$ 9,125.54	12.00%	\$ 1,981.76	\$ 220.20	\$ 18,496.40
4	AECOM	X		Project Engineer	Sean Jaime	X			92.00	32.00	32.00	156.00	\$ 69.97	\$ 10,914.77	123.50%	\$ 13,479.75	12.00%	\$ 2,927.34	\$ 175.14	\$ 27,321.86
5	AECOM	X		Project Engineer	Cindy Jimenez	X			92.00	32.00	32.00	156.00	\$ 58.98	\$ 9,200.65	123.50%	\$ 11,362.80	12.00%	\$ 2,467.61	\$ 147.63	\$ 23,031.06
6	AECOM	X		Project Engineer	Thom Guo	X			92.00	32.00	32.00	156.00	\$ 60.31	\$ 9,408.52	123.50%	\$ 11,619.52	12.00%	\$ 2,523.36	\$ 150.97	\$ 23,551.40
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			120.00	24.00	80.00	224.00	\$ 41.99	\$ 9,406.71	123.50%	\$ 11,617.29	12.00%	\$ 2,522.88	\$ 105.12	\$ 23,546.88
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			180.00	24.00		204.00	\$ 40.42	\$ 8,244.81	123.50%	\$ 10,182.34	12.00%	\$ 2,211.26	\$ 101.17	\$ 20,638.42
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			52.00	4.00	8.00	64.00	\$ 116.54	\$ 7,458.72	123.50%	\$ 9,211.52	12.00%	\$ 2,000.43	\$ 291.73	\$ 18,670.67
10	AECOM	X		Project Engineer	Karen Lo	X			72.00			72.00	\$ 74.15	\$ 5,338.69	123.50%	\$ 6,593.28	12.00%	\$ 1,431.84	\$ 185.61	\$ 13,363.81
11	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			32.00			32.00	\$ 93.77	\$ 3,000.54	123.50%	\$ 3,705.67	12.00%	\$ 804.75	\$ 234.72	\$ 7,510.96
12	AECOM	X		Project Engineer	Shawn Katebian	X			72.00			72.00	\$ 58.53	\$ 4,213.98	123.50%	\$ 5,204.27	12.00%	\$ 1,130.19	\$ 146.51	\$ 10,548.43
13	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X			4.00			4.00	\$ 90.20	\$ 360.80	123.50%	\$ 445.59	12.00%	\$ 96.77	\$ 225.79	\$ 903.15
14	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			110.00			110.00	\$ 150.37	\$ 16,540.43	123.50%	\$ 20,427.42	12.00%	\$ 4,436.14	\$ 376.40	\$ 41,403.99
15	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			130.00			130.00	\$ 76.15	\$ 9,899.14	123.50%	\$ 12,225.44	12.00%	\$ 2,654.95	\$ 190.61	\$ 24,779.53
16	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			90.00			90.00	\$ 88.85	\$ 7,996.23	123.50%	\$ 9,875.34	12.00%	\$ 2,144.59	\$ 222.40	\$ 20,016.16
17	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X			48.00			48.00	\$ 49.28	\$ 2,365.54	123.50%	\$ 2,921.44	12.00%	\$ 634.44	\$ 123.36	\$ 5,921.41
18	AECOM	X		CAD Specialist - Structural	Chien Tu	X			89.10			89.10	\$ 57.59	\$ 5,131.61	123.50%	\$ 6,337.53	12.00%	\$ 1,376.30	\$ 144.17	\$ 12,845.44
19	AECOM	X		CAD Specialist - Lead	Chiman Lee	X			80.00			80.00	\$ 78.67	\$ 6,293.50	123.50%	\$ 7,772.47	12.00%	\$ 1,687.92	\$ 196.92	\$ 15,753.89
20	AECOM	X		Engineer - Civil Lead	Bryan Paine	X			8.00			8.00	\$ 115.23	\$ 921.84	123.50%	\$ 1,138.48	12.00%	\$ 247.24	\$ 288.44	\$ 2,307.56
21	AECOM	X		Engineer - Civil	Gus Silva	X			32.00			32.00	\$ 76.59	\$ 2,450.82	123.50%	\$ 3,026.76	12.00%	\$ 657.31	\$ 191.72	\$ 6,134.88
22	AECOM	X		Engineer - Structural Lead	Dale Wah	X			8.00			8.00	\$ 109.38	\$ 875.02	123.50%	\$ 1,080.65	12.00%	\$ 234.68	\$ 273.79	\$ 2,190.36
23	AECOM	X		Engineer - Structural	Thang Nguyen	X			110.00			110.00	\$ 69.68	\$ 7,664.75	123.50%	\$ 9,465.96	12.00%	\$ 2,055.68	\$ 174.42	\$ 19,186.39
24	AECOM	X		Engineer - Electrical Lead	Allen Randall	X			8.00			8.00	\$ 113.71	\$ 909.71	123.50%	\$ 1,123.49	12.00%	\$ 243.98	\$ 284.65	\$ 2,277.18
25	AECOM	X		Engineer - Electrical	Cisco Ubario	X			32.00			32.00	\$ 67.35	\$ 2,155.29	123.50%	\$ 2,661.78	12.00%	\$ 578.05	\$ 168.60	\$ 5,395.12
26	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X			0.00			-	\$ 98.74	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 247.16	\$ -
27	AECOM	X		Engineer - Geotechnical	Erik Newman	X			0.00			-	\$ 91.44	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 228.89	\$ -
28	AECOM	X		Geologist	Sarah Benjaram	X			0.00			-	\$ 41.42	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 103.68	\$ -
29	AECOM	X		Engineer - Architect Lead	Bruce Farrell	X			4.00			4.00	\$ 108.58	\$ 434.31	123.50%	\$ 536.38	12.00%	\$ 116.48	\$ 271.79	\$ 1,087.17
30	AECOM	X		Engineer - Architect Sr.	Frank Delgado	X			16.00			16.00	\$ 93.30	\$ 1,492.73	123.50%	\$ 1,843.52	12.00%	\$ 400.35	\$ 233.54	\$ 3,736.60
31	AECOM	X		Track Lead	Alan Boone	X			4.00			4.00	\$ 102.49	\$ 409.96	123.50%	\$ 506.30	12.00%	\$ 109.95	\$ 256.55	\$ 1,026.21
32	AECOM	X		Engineer - Transportation	Angela Shields	X			60.00			60.00	\$ 73.27	\$ 4,396.02	123.50%	\$ 5,429.08	12.00%	\$ 1,179.01	\$ 183.40	\$ 11,004.12
33	AECOM	X		Engineer - Transportation	Elliot Wong	X			20.00			20.00	\$ 98.68	\$ 1,973.54	123.50%	\$ 2,437.32	12.00%	\$ 529.30	\$ 247.01	\$ 4,940.15
34	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			20.00			20.00	\$ 83.07	\$ 1,661.32	123.50%	\$ 2,051.73	12.00%	\$ 445.57	\$ 207.93	\$ 4,158.62



**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS				ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 6.1	SUB TASK 6.2	SUB TASK 6.3	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>
												A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G
<b>TASK 6: FINAL PS&amp;E PHASE (REQUIRED)</b>																				
35	AECOM	X		OCS Lead	Catherine Clement	X			40.00			40.00	\$ 95.39	\$ 3,815.46	123.50%	\$ 4,712.09	12.00%	\$ 1,023.31	\$ 238.77	\$ 9,550.86
36	AECOM	X		OCS Engineer	Chanel Mack	X			40.00			40.00	\$ 44.77	\$ 1,790.88	123.50%	\$ 2,211.74	12.00%	\$ 480.31	\$ 112.07	\$ 4,482.93
37	AECOM	X		OCS Engineer Jr	Luis Ayala-Murillo	X			40.00			40.00	\$ 36.55	\$ 1,462.06	123.50%	\$ 1,805.64	12.00%	\$ 392.12	\$ 91.50	\$ 3,659.83
38	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			8.00			8.00	\$ 110.38	\$ 883.06	123.50%	\$ 1,090.58	12.00%	\$ 236.84	\$ 276.31	\$ 2,210.47
39	AECOM	X		Engineer - Utilities	Dan Cronquist	X			16.00			16.00	\$ 77.93	\$ 1,246.89	123.50%	\$ 1,539.91	12.00%	\$ 334.42	\$ 195.08	\$ 3,121.22
40	AECOM	X		Engineer - Utilities	Josh Sun	X			16.00			16.00	\$ 66.60	\$ 1,065.67	123.50%	\$ 1,316.10	12.00%	\$ 285.81	\$ 166.72	\$ 2,667.59
41	AECOM	X		Estimator Lead	John O'Reilly	X			4.00			4.00	\$ 116.80	\$ 467.20	123.50%	\$ 576.99	12.00%	\$ 125.30	\$ 292.37	\$ 1,169.48
42	AECOM	X		Engineer - Specifications	Maria Sedghi	X			24.00			24.00	\$ 127.17	\$ 3,052.12	123.50%	\$ 3,769.37	12.00%	\$ 818.58	\$ 318.34	\$ 7,640.07
43	AECOM	X		Engineer - Specifications	David Harnagel	X			24.00			24.00	\$ 82.75	\$ 1,985.96	123.50%	\$ 2,452.66	12.00%	\$ 532.63	\$ 207.14	\$ 4,971.25
44	Merrill Morris Partners		X	Engineer - Landscape Architect Lead	Cathy Merrill	X			4.00			4.00	\$ 82.00	\$ 328.00	203.90%	\$ 668.79	6.00%	\$ 59.81	\$ 264.15	\$ 1,056.60
45	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			6.00			6.00	\$ 55.86	\$ 335.18	203.90%	\$ 683.42	6.00%	\$ 61.12	\$ 179.95	\$ 1,079.71
46	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X			8.00			8.00	\$ 49.27	\$ 394.17	203.90%	\$ 803.72	6.00%	\$ 71.87	\$ 158.72	\$ 1,269.77
47	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X			16.00			16.00	\$ 34.49	\$ 551.86	203.90%	\$ 1,125.24	6.00%	\$ 100.63	\$ 111.11	\$ 1,777.73
48	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X			4.00			4.00	\$ 117.88	\$ 471.50	103.94%	\$ 490.08	10.00%	\$ 96.16	\$ 264.43	\$ 1,057.73
49	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			16.00			16.00	\$ 98.40	\$ 1,574.40	103.94%	\$ 1,636.43	10.00%	\$ 321.08	\$ 220.74	\$ 3,531.91
50	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X			8.00			8.00	\$ 105.58	\$ 844.60	103.94%	\$ 877.88	10.00%	\$ 172.25	\$ 236.84	\$ 1,894.72
51	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X			8.00			8.00	\$ 61.50	\$ 492.00	103.94%	\$ 511.38	10.00%	\$ 100.34	\$ 137.97	\$ 1,103.72
52	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X			4.00			4.00	\$ 67.65	\$ 270.60	103.94%	\$ 281.26	10.00%	\$ 55.19	\$ 151.76	\$ 607.05
53	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X			24.00			24.00	\$ 57.40	\$ 1,377.60	103.94%	\$ 1,431.88	10.00%	\$ 280.95	\$ 128.77	\$ 3,090.43
54	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X			40.00			40.00	\$ 42.79	\$ 1,711.75	103.94%	\$ 1,779.19	10.00%	\$ 349.09	\$ 96.00	\$ 3,840.04
55	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X			12.00			12.00	\$ 89.69	\$ 1,076.25	183.52%	\$ 1,975.13	6.00%	\$ 183.08	\$ 269.54	\$ 3,234.47
56	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			32.00			32.00	\$ 84.76	\$ 2,712.31	183.52%	\$ 4,977.62	6.00%	\$ 461.40	\$ 254.73	\$ 8,151.33
57	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			60.00			60.00	\$ 66.53	\$ 3,991.58	183.52%	\$ 7,325.35	6.00%	\$ 679.02	\$ 199.93	\$ 11,995.95
58	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X			5.00			5.00	\$ 65.54	\$ 327.70	183.52%	\$ 601.40	6.00%	\$ 55.75	\$ 196.97	\$ 984.85
59	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X			65.00			65.00	\$ 43.12	\$ 2,802.91	183.52%	\$ 5,143.91	6.00%	\$ 476.81	\$ 129.59	\$ 8,423.63
60	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X			35.00			35.00	\$ 50.51	\$ 1,767.88	183.52%	\$ 3,244.41	6.00%	\$ 300.74	\$ 151.80	\$ 5,313.03
61	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			18.00			18.00	\$ 40.90	\$ 736.16	183.52%	\$ 1,350.99	6.00%	\$ 125.23	\$ 122.91	\$ 2,212.38
<b>TOTAL OF TASK 6: FINAL PS&amp;E PHASE (REQUIRED)</b>									<b>2,350.10</b>	<b>176.00</b>	<b>212.00</b>	<b>2,738.10</b>	<b>\$ 193,421.83</b>		<b>\$ 246,902.50</b>		<b>\$ 49,988.47</b>		<b>\$ 179.07</b>	<b>\$ 490,312.79</b>

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS									ESCALATED DIRECT COST			INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 7.1	SUB TASK 7.2	SUB TASK 7.3	SUB TASK 7.4	SUB TASK 7.5	SUB TASK 7.6	SUB TASK 7.7	SUB TASK 7.8	SUB TASK 7.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G	
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)												
<b>TASK 7: RIGHT OF WAY SUPPORT (REQUIRED)</b>																											
1	AECOM	X		Project Manager	Matt Korve	X			4.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	20.00	\$ 93.60	\$ 1,872.06	123.50%	\$ 2,311.99	12.00%	\$ 502.09	\$ 234.31	\$ 4,686.14	
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			4.00	4.00	2.00	2.00	2.00	2.00	4.00	4.00	4.00	28.00	\$ 114.69	\$ 3,211.24	123.50%	\$ 3,965.89	12.00%	\$ 861.26	\$ 287.09	\$ 8,038.38	
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			4.00	4.00	4.00		4.00	4.00	4.00	4.00	4.00	32.00	\$ 87.97	\$ 2,814.90	123.50%	\$ 3,476.40	12.00%	\$ 754.96	\$ 220.20	\$ 7,046.25	
4	AECOM	X		Project Engineer	Sean Jaime	X			20.00	40.00	16.00		8.00	8.00	24.00	8.00		124.00	\$ 69.97	\$ 8,675.85	123.50%	\$ 10,714.67	12.00%	\$ 2,326.86	\$ 175.14	\$ 21,717.38	
5	AECOM	X		Project Engineer	Cindy Jimenez	X			20.00	40.00	16.00		8.00	8.00	24.00	8.00		124.00	\$ 58.98	\$ 7,313.33	123.50%	\$ 9,031.97	12.00%	\$ 1,961.44	\$ 147.63	\$ 18,306.74	
6	AECOM	X		Project Engineer Jr.	Ariel Kuo	X				64.00								64.00	\$ 41.99	\$ 2,687.63	123.50%	\$ 3,319.23	12.00%	\$ 720.82	\$ 105.12	\$ 6,727.68	
7	AECOM	X		Project Engineer Sr.	Joy Villafranca	X				8.00								8.00	\$ 116.54	\$ 932.34	123.50%	\$ 1,151.44	12.00%	\$ 250.05	\$ 291.73	\$ 2,333.83	
8	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			20.00								8.00		\$ 110.38	\$ 3,090.70	123.50%	\$ 3,817.02	12.00%	\$ 828.93	\$ 276.31	\$ 7,736.65	
9	AECOM	X		Engineer - Utilities	Dan Cronquist	X			41.88							40.00		81.88	\$ 77.93	\$ 6,380.99	123.50%	\$ 7,880.52	12.00%	\$ 1,711.38	\$ 195.08	\$ 15,972.89	
10	AECOM	X		Engineer - Utilities	Josh Sun	X			50.00							40.00		90.00	\$ 66.60	\$ 5,994.41	123.50%	\$ 7,403.09	12.00%	\$ 1,607.70	\$ 166.72	\$ 15,005.19	
11	Towill		X	Survey Manager	John Thomas						10.00	5.00	20.00	20.00				55.00	\$ 82.39	\$ 4,531.69	183.45%	\$ 8,313.38	10.00%	\$ 1,284.51	\$ 256.90	\$ 14,129.57	
12	Towill		X	Surveyor	Matthew Vielbaum		X	X			120.00	20.00	120.00	60.00				320.00	\$ 60.05	\$ 19,215.29	183.45%	\$ 35,250.45	10.00%	\$ 5,446.57	\$ 187.23	\$ 59,912.31	
13	Towill		X	Surveyor	Touko Vue		X	X			120.00	20.00	120.00	60.00				320.00	\$ 55.02	\$ 17,605.40	183.45%	\$ 32,297.11	10.00%	\$ 4,990.25	\$ 171.54	\$ 54,892.76	
<b>TOTAL OF TASK 7: RIGHT OF WAY SUPPORT (REQUIRED)</b>									<b>163.88</b>	<b>162.00</b>	<b>290.00</b>	<b>49.00</b>	<b>284.00</b>	<b>164.00</b>	<b>58.00</b>	<b>114.00</b>	<b>10.00</b>	<b>1,294.88</b>	<b>\$ 84,325.82</b>	<b>\$ 128,933.14</b>	<b>\$ 23,246.81</b>	<b>\$ 182.65</b>	<b>\$ 236,505.77</b>				

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK <sup>8</sup>	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G		
									8	A	B	C=A*B	D	E=C*D	F	G=F*(C+E)				
<b>TASK 8:CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC CONTRACTOR TCP NEGOTIATIONS AND COORDINATION (OPTIONAL)</b>																				
1	AECOM	X		Project Manager	Matt Korve	X			40.00	40.00	\$ 99.30	\$ 3,971.80	123.50%	\$ 4,905.18	12.00%	\$ 1,065.24	\$ 248.56	\$ 9,942.21		
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			40.00	40.00	\$ 121.66	\$ 4,866.46	123.50%	\$ 6,010.08	12.00%	\$ 1,305.18	\$ 304.54	\$ 12,181.72		
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			20.00	20.00	\$ 93.31	\$ 1,866.29	123.50%	\$ 2,304.87	12.00%	\$ 500.54	\$ 233.59	\$ 4,671.71		
4	AECOM	X		Technical Advisor	Alan Glen	X			8.00	8.00	\$ 160.96	\$ 1,287.66	123.50%	\$ 1,590.26	12.00%	\$ 345.35	\$ 402.91	\$ 3,223.27		
5	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			20.00	20.00	\$ 123.63	\$ 2,472.59	123.50%	\$ 3,053.65	12.00%	\$ 663.15	\$ 309.47	\$ 6,189.39		
6	AECOM	X		Principal-in-Charge	Mark Aikawa	X			4.00	4.00	\$ 172.35	\$ 689.41	123.50%	\$ 851.42	12.00%	\$ 184.90	\$ 431.43	\$ 1,725.73		
7	AECOM	X		CMGC Coordinator/Advisor	Irfan Kalhoro	X			55.61	55.61	\$ 157.49	\$ 8,758.71	123.50%	\$ 10,817.01	12.00%	\$ 2,349.09	\$ 394.23	\$ 21,924.81		
8	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			4.00	4.00	\$ 99.47	\$ 397.88	123.50%	\$ 491.38	12.00%	\$ 106.71	\$ 248.99	\$ 995.96		
9	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			4.00	4.00	\$ 80.78	\$ 323.11	123.50%	\$ 399.04	12.00%	\$ 86.66	\$ 202.20	\$ 808.81		
10	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			4.00	4.00	\$ 94.25	\$ 377.00	123.50%	\$ 465.59	12.00%	\$ 101.11	\$ 235.93	\$ 943.70		
11	AECOM	X		Track Lead	Alan Boone	X			4.00	4.00	\$ 108.72	\$ 434.89	123.50%	\$ 537.09	12.00%	\$ 116.64	\$ 272.15	\$ 1,088.61		
12	AECOM	X		Estimator Lead	John O'Reilly	X			40.00	40.00	\$ 123.90	\$ 4,956.05	123.50%	\$ 6,120.73	12.00%	\$ 1,329.21	\$ 310.15	\$ 12,405.99		
13	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			16.00	16.00	\$ 59.26	\$ 948.15	203.90%	\$ 1,933.28	6.00%	\$ 172.89	\$ 190.90	\$ 3,054.32		
14	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			24.00	24.00	\$ 104.38	\$ 2,505.21	103.94%	\$ 2,603.92	10.00%	\$ 510.91	\$ 234.17	\$ 5,620.04		
15	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X			4.00	4.00	\$ 112.00	\$ 447.98	103.94%	\$ 465.63	10.00%	\$ 91.36	\$ 251.24	\$ 1,004.97		
16	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X			8.00	8.00	\$ 95.14	\$ 761.13	183.52%	\$ 1,396.83	6.00%	\$ 129.48	\$ 285.93	\$ 2,287.44		
17	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			40.00	40.00	\$ 89.91	\$ 3,596.55	183.52%	\$ 6,600.39	6.00%	\$ 611.82	\$ 270.22	\$ 10,808.76		
18	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			60.00	60.00	\$ 70.57	\$ 4,234.31	183.52%	\$ 7,770.81	6.00%	\$ 720.31	\$ 212.09	\$ 12,725.42		
19	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			8.00	8.00	\$ 43.38	\$ 347.08	183.52%	\$ 636.95	6.00%	\$ 59.04	\$ 130.38	\$ 1,043.07		
<b>TOTAL OF TASK 8:CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC CONTRACTOR TCP NEGOTIATIONS AND COOR</b>									<b>403.61</b>	<b>403.61</b>	<b>\$</b>	<b>43,242.27</b>	<b>\$</b>	<b>58,954.11</b>	<b>\$</b>	<b>10,449.58</b>	<b>\$</b>	<b>279.09</b>	<b>\$</b>	<b>112,645.96</b>

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK <sup>9</sup>	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G
									9	A	B	C=A*B	D	E=C*D	F	G=F*(C+E)		
<b>TASK 9: DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES (OPTIONAL)</b>																		
1	AECOM	X		Project Manager	Matt Korve	X			32.00	32.00	\$ 99.30	\$ 3,177.44	123.50%	\$ 3,924.14	12.00%	\$ 852.19	\$ 248.56	\$ 7,953.77
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			16.00	16.00	\$ 121.66	\$ 1,946.58	123.50%	\$ 2,404.03	12.00%	\$ 522.07	\$ 304.54	\$ 4,872.69
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			16.00	16.00	\$ 93.31	\$ 1,493.04	123.50%	\$ 1,843.90	12.00%	\$ 400.43	\$ 233.59	\$ 3,737.37
4	AECOM	X		Project Engineer	Sean Jaime	X			16.00	16.00	\$ 74.22	\$ 1,187.54	123.50%	\$ 1,466.61	12.00%	\$ 318.50	\$ 185.79	\$ 2,972.65
5	AECOM	X		Project Engineer	Cindy Jimenez	X			16.00	16.00	\$ 62.57	\$ 1,001.04	123.50%	\$ 1,236.28	12.00%	\$ 268.48	\$ 156.61	\$ 2,505.80
6	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			16.00	16.00	\$ 80.78	\$ 1,292.44	123.50%	\$ 1,596.17	12.00%	\$ 346.63	\$ 202.20	\$ 3,235.25
7	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			16.00	16.00	\$ 94.25	\$ 1,508.00	123.50%	\$ 1,862.38	12.00%	\$ 404.44	\$ 235.93	\$ 3,774.82
8	AECOM	X		Track Lead	Alan Boone	X			16.00	16.00	\$ 108.72	\$ 1,739.56	123.50%	\$ 2,148.35	12.00%	\$ 466.55	\$ 272.15	\$ 4,354.45
9	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			40.00	40.00	\$ 117.09	\$ 4,683.79	123.50%	\$ 5,784.48	12.00%	\$ 1,256.19	\$ 293.11	\$ 11,724.45
10	AECOM	X		Engineer - Utilities	Dan Cronquist	X			400.00	400.00	\$ 82.67	\$ 33,067.90	123.50%	\$ 40,838.86	12.00%	\$ 8,868.81	\$ 206.94	\$ 82,775.58
11	AECOM	X		Engineer - Utilities	Josh Sun	X			394.50	394.50	\$ 70.65	\$ 27,872.96	123.50%	\$ 34,423.10	12.00%	\$ 7,475.53	\$ 176.86	\$ 69,771.59
<b>TOTAL OF TASK 9: DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES (OPTIONAL)</b>									<b>978.50</b>	<b>978.50</b>	<b>\$ 78,970.28</b>	<b>\$ 97,528.30</b>	<b>\$ 21,179.83</b>	<b>\$ 202.02</b>	<b>\$ 197,678.41</b>			

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK 10	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>				
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G			
<b>TASK 10: DESIGN SUPPORT DURING CONSTRUCTION (OPTIONAL)</b>																				
1	AECOM	X		Project Manager	Matt Kove	X			140.00	140.00	\$ 99.30	\$ 13,901.31	123.50%	\$ 17,168.11	12.00%	\$ 3,728.33	\$ 248.56	\$ 34,797.75		
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			140.00	140.00	\$ 121.66	\$ 17,032.60	123.50%	\$ 21,035.26	12.00%	\$ 4,568.14	\$ 304.54	\$ 42,636.01		
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			140.00	140.00	\$ 93.31	\$ 13,064.06	123.50%	\$ 16,134.12	12.00%	\$ 3,503.78	\$ 233.59	\$ 32,701.96		
4	AECOM	X		Project Engineer	Sean Jaime	X			120.00	120.00	\$ 74.22	\$ 8,906.54	123.50%	\$ 10,999.58	12.00%	\$ 2,388.74	\$ 185.79	\$ 22,294.86		
5	AECOM	X		Project Engineer	Cindy Jimenez	X			100.00	100.00	\$ 62.57	\$ 6,256.50	123.50%	\$ 7,726.78	12.00%	\$ 1,677.99	\$ 156.61	\$ 15,661.27		
6	AECOM	X		Project Engineer	Thom Guo	X			100.00	100.00	\$ 63.98	\$ 6,397.85	123.50%	\$ 7,901.35	12.00%	\$ 1,715.90	\$ 160.15	\$ 16,015.11		
7	AECOM	X		CMGC Coordinator/Advisor	Irfan Kalhoro	X			120.00	120.00	\$ 157.49	\$ 18,898.68	123.50%	\$ 23,339.87	12.00%	\$ 5,068.63	\$ 394.23	\$ 47,307.17		
8	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			40.00	40.00	\$ 99.47	\$ 3,978.76	123.50%	\$ 4,913.77	12.00%	\$ 1,067.10	\$ 248.99	\$ 9,959.63		
9	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			40.00	40.00	\$ 159.51	\$ 6,380.46	123.50%	\$ 7,879.86	12.00%	\$ 1,711.24	\$ 399.29	\$ 15,971.56		
10	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			100.00	100.00	\$ 80.78	\$ 8,077.78	123.50%	\$ 9,976.06	12.00%	\$ 2,166.46	\$ 202.20	\$ 20,220.30		
11	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			40.00	40.00	\$ 94.25	\$ 3,769.99	123.50%	\$ 4,655.94	12.00%	\$ 1,011.11	\$ 235.93	\$ 9,437.05		
12	AECOM	X		Track Lead	Alan Boone	X			20.00	20.00	\$ 108.72	\$ 2,174.44	123.50%	\$ 2,685.44	12.00%	\$ 583.19	\$ 272.15	\$ 5,443.07		
13	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			20.00	20.00	\$ 88.12	\$ 1,762.35	123.50%	\$ 2,176.50	12.00%	\$ 472.66	\$ 220.58	\$ 4,411.50		
14	AECOM	X		Engineer - Utilities	Dan Cronquist	X			20.00	20.00	\$ 82.67	\$ 1,653.40	123.50%	\$ 2,041.94	12.00%	\$ 443.44	\$ 206.94	\$ 4,138.78		
15	AECOM	X		Engineer - Civil	Gus Silva	X			40.00	40.00	\$ 81.25	\$ 3,249.81	123.50%	\$ 4,013.52	12.00%	\$ 871.60	\$ 203.37	\$ 8,134.93		
16	AECOM	X		Engineer - Structural	Thang Nguyen	X			40.00	40.00	\$ 73.92	\$ 2,956.67	123.50%	\$ 3,651.49	12.00%	\$ 792.98	\$ 185.03	\$ 7,401.14		
17	AECOM	X		Engineer - Electrical	Cisco Ubario	X			37.21	37.21	\$ 71.45	\$ 2,658.72	123.50%	\$ 3,283.52	12.00%	\$ 713.07	\$ 178.85	\$ 6,655.31		
18	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			30.00	30.00	\$ 59.26	\$ 1,777.79	203.90%	\$ 3,624.91	6.00%	\$ 324.16	\$ 190.90	\$ 5,726.85		
19	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X			20.00	20.00	\$ 52.27	\$ 1,045.36	203.90%	\$ 2,131.49	6.00%	\$ 190.61	\$ 168.37	\$ 3,367.46		
20	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X			20.00	20.00	\$ 36.59	\$ 731.77	203.90%	\$ 1,492.09	6.00%	\$ 133.43	\$ 117.86	\$ 2,357.29		
21	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			40.00	40.00	\$ 104.38	\$ 4,175.35	103.94%	\$ 4,339.86	10.00%	\$ 851.52	\$ 234.17	\$ 9,366.73		
22	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X			24.00	24.00	\$ 112.00	\$ 2,687.88	103.94%	\$ 2,793.78	10.00%	\$ 548.17	\$ 251.24	\$ 6,029.83		
23	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X			20.00	20.00	\$ 45.40	\$ 907.92	103.94%	\$ 943.69	10.00%	\$ 185.16	\$ 101.84	\$ 2,036.78		
24	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X			4.00	4.00	\$ 95.14	\$ 380.57	183.52%	\$ 698.41	6.00%	\$ 64.74	\$ 285.93	\$ 1,143.72		
25	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			20.00	20.00	\$ 89.91	\$ 1,798.28	183.52%	\$ 3,300.20	6.00%	\$ 305.91	\$ 270.22	\$ 5,404.38		
26	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			20.00	20.00	\$ 70.57	\$ 1,411.44	183.52%	\$ 2,590.27	6.00%	\$ 240.10	\$ 212.09	\$ 4,241.81		
27	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			4.00	4.00	\$ 43.38	\$ 173.54	183.52%	\$ 318.48	6.00%	\$ 29.52	\$ 130.38	\$ 521.54		
<b>TOTAL OF TASK 10: DESIGN SUPPORT DURING CONSTRUCTION (OPTIONAL)</b>									<b>1,459.21</b>	<b>1,459.21</b>	<b>\$</b>	<b>136,209.82</b>	<b>\$</b>	<b>171,816.29</b>	<b>\$</b>	<b>35,357.69</b>	<b>\$</b>	<b>235.32</b>	<b>\$</b>	<b>343,383.79</b>

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>5</sup>	EXTENDED COST
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK 11	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)			
<b>TASK 11: PREPARE AS-BUILT PLANS (OPTIONAL)</b>																		
1	AECOM	X		Project Manager	Matt Korve	X			8.00	8.00	\$ 99.30	\$ 794.36	123.50%	\$ 981.04	12.00%	\$ 213.05	\$ 248.56	\$ 1,988.44
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			8.00	8.00	\$ 121.66	\$ 973.29	123.50%	\$ 1,202.02	12.00%	\$ 261.04	\$ 304.54	\$ 2,436.34
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			16.00	16.00	\$ 93.31	\$ 1,493.04	123.50%	\$ 1,843.90	12.00%	\$ 400.43	\$ 233.59	\$ 3,737.37
4	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			382.73	382.73	\$ 44.55	\$ 17,049.90	123.50%	\$ 21,056.62	12.00%	\$ 4,572.78	\$ 111.51	\$ 42,679.30
5	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			6.00	6.00	\$ 59.26	\$ 355.56	203.90%	\$ 724.98	6.00%	\$ 64.83	\$ 190.90	\$ 1,145.37
6	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X			32.00	32.00	\$ 36.59	\$ 1,170.84	203.90%	\$ 2,387.34	6.00%	\$ 213.49	\$ 117.86	\$ 3,771.67
7	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X			4.00	4.00	\$ 125.04	\$ 500.17	103.94%	\$ 519.88	10.00%	\$ 102.01	\$ 280.51	\$ 1,122.06
8	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			16.00	16.00	\$ 104.38	\$ 1,670.14	103.94%	\$ 1,735.94	10.00%	\$ 340.61	\$ 234.17	\$ 3,746.69
9	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X			16.00	16.00	\$ 65.24	\$ 1,043.84	103.94%	\$ 1,084.96	10.00%	\$ 212.88	\$ 146.36	\$ 2,341.68
10	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X			40.00	40.00	\$ 60.89	\$ 2,435.62	103.94%	\$ 2,531.58	10.00%	\$ 496.72	\$ 136.60	\$ 5,463.93
11	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X			80.00	80.00	\$ 45.40	\$ 3,631.68	103.94%	\$ 3,774.77	10.00%	\$ 740.65	\$ 101.84	\$ 8,147.10
12	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			2.00	2.00	\$ 89.91	\$ 179.83	183.52%	\$ 330.02	6.00%	\$ 30.59	\$ 270.22	\$ 540.44
13	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			8.00	8.00	\$ 70.57	\$ 564.57	183.52%	\$ 1,036.11	6.00%	\$ 96.04	\$ 212.09	\$ 1,696.72
14	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X			60.00	60.00	\$ 53.58	\$ 3,214.95	183.52%	\$ 5,900.07	6.00%	\$ 546.90	\$ 161.03	\$ 9,661.92
15	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			8.00	8.00	\$ 43.38	\$ 347.08	183.52%	\$ 636.95	6.00%	\$ 59.04	\$ 130.38	\$ 1,043.07
<b>TOTAL OF TASK 11: PREPARE AS-BUILT PLANS (OPTIONAL)</b>									<b>686.73</b>	<b>686.73</b>	<b>\$ 35,424.86</b>	<b>\$ 45,746.18</b>	<b>\$ 8,351.06</b>	<b>\$ 130.36</b>	<b>\$ 89,522.10</b>			

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	REFERENCE	DESCRIPTION <sup>1</sup>	UNIT	TASK 01	TASK 02	TASK 03	TASK 04	TASK 05	TASK 06	TASK 07	TASK 08	TASK 09	TASK 10	TASK 11	TOTAL
<b>MATERIAL AND EQUIPMENT</b>															
1	"	Printing/Copying	Lumpsum												\$ -
2	"	Postage/FedEx	Lumpsum												\$ -
3	"	Rental Equipments	Lumpsum												\$ -
<b>SUBCONSULTANT PROJECTS</b>															
4	As per Specs	Geotechnical & HazMat Drilling	Lumpsum		\$ 126,000.00										\$ 126,000.00
5	"	Geotechnical Testing	Lumpsum		\$ 25,000.00										\$ 25,000.00
6	"	Hazmat Testing	Lumpsum		\$ 30,000.00										\$ 30,000.00
7	"	Permit Fees	Lumpsum		\$ 5,000.00										\$ 5,000.00
8		Traffic Control Plans for Encroachment Permits	Lumpsum		\$ 21,000.00										\$ 21,000.00
9	"	Traffic Control	Lumpsum		\$ 50,000.00										\$ 50,000.00
10	"	Title Reports	Lumpsum							\$ 7,000.00					\$ 7,000.00
11	"	Utility Location/Potholing	Lumpsum		\$ 89,000.00										\$ 89,000.00
<b>TRAVEL</b>															
12	"	Transportation	Lumpsum		\$ 5,000.00								\$ 5,000.00		\$ 10,000.00
13	"	Accommodations and Subsistence	Lumpsum		\$ 4,000.00								\$ 4,000.00		\$ 8,000.00
<b>ADMINISTRATIVE CHARGES</b>															
14	"	Prime Consultant Administration Charges	Lumpsum												\$ -
<b>OTHERS</b>															
15	"	Please specify ...	Lumpsum												\$ -
<b>TOTAL OTHER DIRECT COST</b>				<b>\$ -</b>	<b>\$ 355,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,000.00</b>	<b>\$ -</b>	<b>\$ 371,000.00</b>

**Instructions/Notes:**

1 Refer to RFP Sample Agreement Item 5.6 OTHER DIRECT COSTS (ODCs) for more information about allowable and unallowable ODCs.

<b>Task 2</b>						
	<b><u>Drilling</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Geotechnical Drilling (Geo-Ex)	1	LS	\$97,475	\$97,500	
x	HazMat Drilling (PeneCore)	1	LS	\$9,345	\$9,500	20 direct push cores taken
x	Waste Removal/Hauling	1	LS	\$2,000	\$2,500	
x	Rental Equipment	1	LS	\$5,000	\$5,100	
x	10% Contingency				\$11,400	
	<b>Total</b>				<b>\$126,000</b>	
<b><u>Geotechnical Lab Testing</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Lab Work	1	LS	\$22,000	\$22,800	
x	10% Contingency				\$2,200	
					<b>\$25,000</b>	
<b><u>HazMat Lab Testing</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Lab Work	1	LS	\$27,000	\$27,300	
x	10% Contingency				\$2,700	
					<b>\$30,000</b>	
<b><u>Traffic Control</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	2-Person Crew	10	Days	\$4,500	\$45,500	
x	10% Contingency				\$4,500	
					<b>\$50,000</b>	
<b><u>Traffic Control Plans for Encroachment Permits</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	2-Person Crew	10	Locations	\$2,000	\$20,000	
x	5% Contingency				\$1,000	
					<b>\$21,000</b>	
<b><u>Permit Fees</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Drilling Permits (City & County)	2	EA	\$1,000	\$2,000	
x	Encroachment Permits (City & County)	2	EA	\$1,000	\$2,000	
x	5% Contingency				\$1,000	
					<b>\$5,000</b>	
<b><u>Utility Verification</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Potholing	1	LS	\$62,800	\$63,000	30 potholes
x	Utility Locating (Prior to Drilling)	7	Days	\$3,000	\$21,000	
x	5% Contingency				\$5,000	
					<b>\$89,000</b>	
<b><u>Transportation</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Field Visits	3,359	Miles	0.655	\$2,200	50 trips x \$60 miles per round trip
x	Rental Cars	2	EA	\$500	\$1,000	
x	Airfare	1	LS	\$1,500	\$1,500	
x	5% Contingency				\$300	
					<b>\$5,000</b>	
<b><u>Accommodations</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Hotel	10	Nights	\$250	\$2,600	
x	Per Diem	10	Days	\$100	\$1,200	
x	5% Contingency				\$200	
					<b>\$4,000</b>	
<b>Task 7</b>						
<b><u>Title Reports</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Title Report	8	EA	\$800	\$6,400	
x	10% Contingency				\$600	
					<b>\$7,000</b>	
<b>Task 10</b>						
<b><u>Transportation</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Field Visits	3,359	Miles	0.655	\$2,200	50 trips x \$60 miles per round trip
x	Rental Cars	2	EA	\$500	\$1,000	
x	Airfare	1	LS	\$1,500	\$1,500	
x	5% Contingency				\$300	
					<b>\$5,000</b>	
<b><u>Accommodations</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Hotel	10	Nights	\$250	\$2,600	
x	Per Diem	10	Days	\$100	\$1,200	
x	5% Contingency				\$200	
					<b>\$4,000</b>	
<b>Total ODC</b>					<b>\$371,000</b>	



**Note:** Escalated Rates are for estimation purpose only. Please refer to Section 5 "Compensation" of the "Agreement for Services" for the methodology to calculate annual rate adjustment.

Firm	Staff	Classification	Actual Raw 2023-2024	Tasks 1-7 Escalated Rates	Tasks 8-11 Escalated Rates		
AECOM	Mark Aikawa	Principal-in-Charge	\$158.51	\$162.47	\$172.35		
AECOM	Ahmed Akl	Engineer - Structural	\$76.02	\$77.92	\$82.66		
AECOM	Luis Ayala-Murillo	OCS Engineer Jr	\$35.66	\$36.55	\$38.77	<b>Escalation</b>	
AECOM	Ali Banaei Pour	Engineer - Structural Jr.	\$48.08	\$49.28	\$52.28	Jan-24	1.000
AECOM	Sarah Benjaram	Geologist	\$40.41	\$41.42	\$43.94	Feb-24	1.000
AECOM	Paul Boddie	Engineer - Geotechnical Lead	\$96.33	\$98.74	\$104.74	Mar-24	1.000
AECOM	Alan Boone	Track Lead	\$99.99	\$102.49	\$108.72	Apr-24	1.000
AECOM	Orin Brown	Engineer - Structural Sr.	\$86.68	\$88.85	\$94.25	May-24	1.000
AECOM	Josh Calvelo	Project Engineer Jr.	\$39.43	\$40.42	\$42.87	Jun-24	1.000
AECOM	Catherine Clement	OCS Lead	\$93.06	\$95.39	\$101.19	Jul-24	1.000
AECOM	Jeff Coleman	CAD Specialist - Lead	\$101.33	\$103.86	\$110.18	Aug-24	1.000
AECOM	Dan Cronquist	Engineer - Utilities	\$76.03	\$77.93	\$82.67	Sep-24	1.000
AECOM	Daniel Dekane	Engineer - Electrical	\$43.57	\$44.66	\$47.38	Oct-24	1.000
AECOM	Frank Delgado	Engineer - Architect Sr.	\$91.02	\$93.30	\$98.97	Nov-24	1.000
AECOM	Peter Destefano	Engineer - Lead	\$111.89	\$114.69	\$121.66	Dec-24	1.000
AECOM	Vanessa Doctolero	Project Engineer Lead	\$85.82	\$87.97	\$93.31	Jan-25	1.050
AECOM	Tammy Dow	Certified Value Specialist	\$70.01	\$71.76	\$76.12	Feb-25	1.050
AECOM	Bruce Farrell	Engineer - Architect Lead	\$105.93	\$108.58	\$115.18	Mar-25	1.050
AECOM	Alan Glen	Technical Advisor	\$148.03	\$151.73	\$160.96	Apr-25	1.050
AECOM	Neema Gundarlahalli	Engineer - Electrical	\$44.84	\$45.96	\$48.76	May-25	1.050
AECOM	Thom Guo	Project Engineer	\$58.84	\$60.31	\$63.98	Jun-25	1.050
AECOM	David Harnagel	Engineer - Specifications	\$80.73	\$82.75	\$87.78	Jul-25	1.050
AECOM	Oscar Henriquez	Engineer - Structural Sr.	\$113.30	\$116.13	\$123.19	Aug-25	1.050
AECOM	Sean Jaime	Project Engineer	\$68.26	\$69.97	\$74.22	Sep-25	1.050
AECOM	Cindy Jimenez	Project Engineer	\$57.54	\$58.98	\$62.57	Oct-25	1.050
AECOM	Andrew Jones	CAD Specialist - 3D Visualization	\$63.09	\$64.67	\$68.60	Nov-25	1.050
AECOM	Irfan Kalhoro	CMGC Coordinator/Advisor	\$144.84	\$148.46	\$157.49	Dec-25	1.050
AECOM	Ramtin Kargarmoakhar	Engineer - Structural	\$74.29	\$76.15	\$80.78	Jan-26	1.097
AECOM	Shawn Katebian	Project Engineer	\$57.10	\$58.53	\$62.09	Feb-26	1.097
AECOM	Syed Kazmi	Engineer - Structural Lead	\$146.70	\$150.37	\$159.51	Mar-26	1.097
AECOM	Scott Kelsey	QA/QC Manager	\$118.72	\$121.69	\$129.09	Apr-26	1.097
AECOM	Agatha Kim	Geologist Sr	\$73.08	\$74.91	\$79.46	May-26	1.097
AECOM	Sang Kim	Engineer - Utilities Lead	\$107.69	\$110.38	\$117.09	Jun-26	1.097
AECOM	Swathi Korpu	Engineer - Transportation Sr.	\$94.16	\$96.51	\$102.38	Jul-26	1.097
AECOM	Matt Korve	Project Manager	\$91.32	\$93.60	\$99.30	Aug-26	1.097
AECOM	Ariel Kuo	Project Engineer Jr.	\$40.97	\$41.99	\$44.55	Sep-26	1.097
AECOM	Chiman Lee	CAD Specialist - Lead	\$76.75	\$78.67	\$83.45	Oct-26	1.097
AECOM	Spencer Lee	Engineer - Electrical Sr.	\$88.00	\$90.20	\$95.69	Nov-26	1.097
AECOM	Millette Litzinger	Technical Advisor	\$122.14	\$125.19	\$132.81	Dec-26	1.097
AECOM	Karen Lo	Project Engineer	\$72.34	\$74.15	\$78.66	Jan-27	1.147
AECOM	John Lostra	Constructability Reviews	\$87.16	\$89.34	\$94.77	Feb-27	1.147
AECOM	Chanel Mack	OCS Engineer	\$43.68	\$44.77	\$47.49	Mar-27	1.147
AECOM	Mario Marozzi	OCS Engineer Sr	\$81.04	\$83.07	\$88.12	Apr-27	1.147
AECOM	Lisa Messieh	Project Controls	\$42.87	\$43.94	\$46.61	May-27	1.147
AECOM	Rick Moreland	Project Controls Manager	\$92.18	\$94.48	\$100.23	Jun-27	1.147
AECOM	Erik Newman	Engineer - Geotechnical	\$89.21	\$91.44	\$97.00	Jul-27	1.147
AECOM	Dzung Nguyen	Engineer - Structural Sr.	\$96.05	\$98.45	\$104.44	Aug-27	1.147
AECOM	Thang Nguyen	Engineer - Structural	\$67.98	\$69.68	\$73.92	Sep-27	1.147
AECOM	Kevin Oaks	Engineer - Drainage Lead	\$91.48	\$93.77	\$99.47	Oct-27	1.147
AECOM	John O'Reilly	Estimator Lead	\$113.95	\$116.80	\$123.90	Nov-27	1.147
AECOM	Bryan Paine	Engineer - Civil Lead	\$112.42	\$115.23	\$122.24	Dec-27	1.147
AECOM	Allen Randall	Engineer - Electrical Lead	\$110.94	\$113.71	\$120.63	Jan-28	1.198
AECOM	Alberto Rodriguez-Santiago	Geologist	\$48.07	\$49.27	\$52.27	Feb-28	1.198
AECOM	Mande Schulz	Scheduler Lead	\$96.08	\$98.48	\$104.47	Mar-28	1.198
AECOM	Maria Sedghi	Engineer - Specifications	\$124.07	\$127.17	\$134.91	Apr-28	1.198
AECOM	Scott Shea	Engineer - Transportation	\$63.57	\$65.16	\$69.12	May-28	1.198
AECOM	Angela Shields	Engineer - Transportation	\$71.48	\$73.27	\$77.72	Jun-28	1.198
AECOM	Gus Silva	Engineer - Civil	\$74.72	\$76.59	\$81.25		
AECOM	Josh Sun	Engineer - Utilities	\$64.98	\$66.60	\$70.65		

1.025 Tasks 1-7

1.087 Tasks 8-11

AECOM	Chien Tu	CAD Specialist - Structural	\$56.19	\$57.59	\$61.10
AECOM	Cisco Ubario	Engineer - Electrical	\$65.71	\$67.35	\$71.45
AECOM	Mark Vargas	Engineer - Civil	\$67.31	\$68.99	\$73.19
AECOM	Joy Villafranca	Project Engineer Sr.	\$113.70	\$116.54	\$123.63
AECOM	Dale Wah	Engineer - Structural Lead	\$106.71	\$109.38	\$116.03
AECOM	Ryan Weaver	CMGC Coordinator/Advisor	\$109.47	\$112.21	\$119.03
AECOM	Elliot Wong	Engineer - Transportation	\$96.27	\$98.68	\$104.68
AECOM	Praveen Yerra	Engineer - Civil Lead	\$96.16	\$98.56	\$104.56
Fehr & Peers	Valerie Contreras	Project Coordinator	\$39.90	\$40.90	\$43.38
Fehr & Peers	Jessica Dai	Engineer - Transportation Sr.	\$64.90	\$66.53	\$70.57
Fehr & Peers	Steve Davis	Principal-in-Charge	\$87.50	\$89.69	\$95.14
Fehr & Peers	Mike Johnstone	Engineer - Transportation Sr.	\$63.94	\$65.54	\$69.53
Fehr & Peers	Suzanne Luckjiff	Project Manager	\$82.69	\$84.76	\$89.91
Fehr & Peers	Jim Moser	CAD Specialist - Transportation	\$49.28	\$50.51	\$53.58
Fehr & Peers	Tiffany Nguyen	Engineer - Transportation Jr.	\$42.07	\$43.12	\$45.74
Merrill Morris Partners	Mikaela Burnhart	Engineer - Landscape Architect Jr.	\$38.50	\$39.46	\$41.86
Merrill Morris Partners	Valerie Conant	Engineer - Landscape Architect Sr.	\$54.50	\$55.86	\$59.26
Merrill Morris Partners	Liz Giron	Engineer - Landscape Architect Jr.	\$35.00	\$35.88	\$38.06
Merrill Morris Partners	Cathy Merrill	Engineer - Landscape Architect Lead	\$80.00	\$82.00	\$86.99
Merrill Morris Partners	Cristina Plemel	Engineer - Landscape Architect Jr.	\$33.65	\$34.49	\$36.59
Merrill Morris Partners	John Potis	Engineer - Landscape Architect Sr.	\$54.50	\$55.86	\$59.26
Merrill Morris Partners	Venus Yuan	Engineer - Landscape Architect	\$48.07	\$49.27	\$52.27
Pacific Railway Enterprises, Inc.	Kenneth Clark	Sr. Railroad Systems Technologist I	\$60.00	\$61.50	\$65.24
Pacific Railway Enterprises, Inc.	Donovan Hirsch	Sr. Railroad Systems Technologist IV	\$103.00	\$105.58	\$112.00
Pacific Railway Enterprises, Inc.	John Kincl	Sr. Railroad Systems Technologist I	\$66.00	\$67.65	\$71.76
Pacific Railway Enterprises, Inc.	Brandy Nethken	Signal Designer III	\$41.75	\$42.79	\$45.40
Pacific Railway Enterprises, Inc.	Eric Perez	Railroad Systems Technologist III	\$56.00	\$57.40	\$60.89
Pacific Railway Enterprises, Inc.	Eric Roe	Sr. Systems Engineer	\$96.00	\$98.40	\$104.38
Pacific Railway Enterprises, Inc.	Jennifer Seccombe	Sr. Systems Engineer	\$115.00	\$117.88	\$125.04
Towill	John Thomas	Survey Manager	\$76.92	\$82.39	\$85.31
Towill	Matthew Vielbaum	Surveyor	\$56.33	\$60.05	\$63.70
Towill	Touko Vue	Surveyor	\$47.50	\$55.02	\$58.36

**THE AGREEMENT**  
**BETWEEN**  
**PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)**  
**AND**  
**STACY AND WITBECK, INC. (CONTRACTOR)**

**AGREEMENT SUMMARY<sup>1</sup>**

**Board of Directors' Date of Award:** December 7, 2023  
**Resolution Number:** 2023-  
**Effective Date of Agreement:** December 15, 2023  
**Services to be Performed (Section 1):** San Mateo Replacement Parking Track Project  
**Term of Agreement (Section 2):** Base Bid 365 days from the Limited Notice to Proceed (LNTP).

**Contractor's Key Representative**

**Name:** Jim Prior

**Title:** Assistant Secretary

**Email Address:** SWICalEst@stacywitbeck.com

**Phone:** 510-748-1870

**Mailing Address:** 2800 Harbor Bay Parkway  
Alameda, CA 94502

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<sup>1</sup> This summary is provided for convenience only and it qualified by the specific terms and conditions of the Agreement, which will control in the event of any conflict between this summary and the terms of the Agreement.

## **AGREEMENT**

This Agreement is made and entered into by and between, Stacy and Witbeck, Inc. hereinafter called "CONTRACTOR" and the Peninsula Corridor Joint Powers Board, hereinafter called "AGENCY" and collectively referred to as "PARTIES".

The PARTIES agree as follows:

### **1. SCOPE OF WORK**

The CONTRACTOR shall perform all work necessary to complete the contract for the San Mateo Replacement Parking Track project in a satisfactory manner. The CONTRACTOR shall furnish and install all materials, equipment, tools, labor, and incidentals necessary to complete the work. In accordance with the component parts of this Agreement, this public works project, San Mateo Replacement Parking Track, consists of the following:

1. Build a parking track off MT-2, between MP 18.3 and MP 18.6.
2. Relocate the existing signal house as shown in the plans.
3. Build a maintenance road in the Caltrain right of way, from the 9<sup>th</sup> Avenue crossing to 14<sup>th</sup> Ave.
4. Build a concrete block screen wall along Railroad Ave. between 10<sup>th</sup> Avenue and 14<sup>th</sup> Avenue.
5. Provide new domestic water and electrical service for a new irrigation system.
6. Build a new vehicular gate at the 9<sup>th</sup> Avenue access road entrance, a new pedestrian gate near the corner of 11<sup>th</sup> Avenue and Railroad Avenue and new fencing as shown in the plans.
7. New landscaping as shown in the plans.
8. Other work as specified in the Bid Documents specifications and drawings. The Contractor shall perform all works necessary to complete the Project in a satisfactory manner.

The work is more fully described in the Technical Specifications and Plans contained in the Contract Documents, which are attached and incorporated to this Agreement by reference.

### **2. TIME OF COMPLETION**

After Contract execution, the CONTRACTOR shall begin work as of the effective date of the Limited Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements as defined in the Contract Documents.

### 3. CONTRACT PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the not-to-exceed Grand Total Bid Price of Five Million Eight Hundred and Seventy-Eight Thousand Four Hundred and Twenty Four dollars (\$5,878,424), plus a 10 percent contingency amount or up to \$150,000, which may be used at the AGENCY's discretion if necessary for unforeseen work only, in accordance with the Contract Documents. The AGENCY will pay the CONTRACTOR at the time and in the manner provided in the Contract Documents.

### 4. COMPONENT PARTS

This Agreement hereby incorporates all components of the following, collectively referred to as "Contract Documents," including the Notice Inviting Bids, bid specifications, technical specifications, plans, drawings, bid guaranty, performance bond, payment bond and all addenda, attached hereto and incorporated by reference:

- 1 Contract Change Orders
- 2 This Agreement
- 3 Addendum, if any
- 4 Bid Forms, as accepted by the AGENCY, Bid security, performance bond, and payment bond
- 5 Technical Specifications (Divisions 02 through 20 as applicable) and Contract Drawings
- 6 The Procurement and Contracting Requirements (Division 00)
- 7 Supplemental General Conditions
- 8 The General Requirements (Division 01)

In the event of a conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first listed-document having the highest precedence and the last-listed documents having the lowest precedence.

### 5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the AGENCY, at 1250 San Carlos Ave., San Carlos, CA 94070, or at any other address which either party may subsequently designate in writing to the other party.

**Insurance Certificates, an original, shall be sent to:**

Peninsula Corridor Joint Powers Board  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801  
[smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

**Preliminary Notices and Stop Payment Notices shall be sent to:**

Peninsula Corridor Joint Powers Board

Attn: Angie Myrechuck

1250 San Carlos Avenue

San Carlos, CA 94070

[AcenasA@samtrans.com](mailto:AcenasA@samtrans.com)

**6. GOVERNING LAW**

This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

**AGENCY:**

Peninsula Corridor Joint Powers Board  
Secretary  
1250 San Carlos Avenue  
San Carlos, CA 94070  
(650) 508-6270

**CONTRACTOR:**

Stacy and Witbeck, Inc.

2800 Harbor Bay Parkway

Alameda, CA 94502

510-748-1870

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

**7. WAIVER**

Any waiver of any breach or covenant of this Contract must be in writing, executed by a duly authorized representative of the Party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Contract will not be construed to be a waiver of any succeeding breach or any other covenant, unless specifically and explicitly stated in such waiver.

**8. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Contract are binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

**9. ENTIRE AGREEMENT/MODIFICATION**

This Contract, including all Exhibits, constitute the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both the CONTRACTOR and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**CONTRACTOR<sup>2</sup>**

Print name: Michelle Bouchard

Print name: Jim Prior

Title: Executive Director

Title: Assistant Secretary

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST By: \_\_\_\_\_  
Dora Seamans  
Agency Secretary

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Signature: \_\_\_\_\_

\_\_\_\_\_  
Attorney for the Agency

Date: \_\_\_\_\_

<sup>2</sup> If bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the Agency is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the CONTRACTOR is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to the Agency indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

AGREEMENT BETWEEN  
THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)  
AND  
JBR PARTNERS, INC. (CONSULTANT)

**AGREEMENT SUMMARY\***

**Board of Directors' Date of Award: August 5, 2021**

**Resolution Number: 2021-43**

**Effective Date of Agreement:**

**Five-Year Term from August 18, 2021 through August 17, 2026**

**Services to be Performed (Section 1): On-Call Ambassador Services**

**Consultant's Key Representative (Section 4):**

**Name: Solomon So**

**Title: Field Supervisor**

**Email: [ss@jbrpartners.com](mailto:ss@jbrpartners.com)**

**Phone: (650) 464-5267**

**Address: 1333 Evans Avenue,  
San Francisco, CA 94124**

**Compensation (Section 5): The not to exceed amount of \$557,513**

\*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement



This AGREEMENT for on-call ambassador services (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and JBR Partners, Inc. (CONSULTANT), a California Corporation located at 1333 Evans Avenue, San Francisco, CA 94124 (“the Parties”).

**1. SCOPE OF SERVICES**

This is an Agreement to provide on-call ambassador services. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement and in accordance with the Work Directive process set forth in Exhibit C. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing on-call ambassador services (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Proposals dated March 8, 2021, the Scope of Services of which is attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT’s written proposal dated April 7, 2021, attached hereto and incorporated herein as Exhibit B.

**2. AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- This Agreement including Attachment A Insurance Requirements
- (1) Exhibit A, Scope of Services
  - (2) Exhibit A-1, Sample Ambassador Post-Outreach Feedback (Evaluation) Form
  - (3) Exhibit B, CONSULTANT’s Proposal including negotiated cost.
  - (4) Exhibit C, Work Directives
  - (5) Exhibit D, SBE Consultant’s Form

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

**3. TERM OF AGREEMENT**

The term of this Agreement will be for a five (5) year term commencing upon August 18, 2021 and ending on August 17, 2026 . The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement and perform all other work, if any, described in the Solicitation Documents.

It is understood that the term of the Agreement are subject to the AGENCY's right to terminate the Agreement in accordance with Section 23 of this Agreement.

**4. CONSULTANT'S REPRESENTATIVE & KEY PERSONNEL**

At all times during the term of this Agreement, Solomon So, Field Supervisor will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person who will possess similar qualifications and experience for this position.

Key Personnel:

Name	Title
James Bryant	CEO & Project Director
Solomon So	Field Supervisor
Emilia Flin	Field Supervisor

**5. COMPENSATION**

The CONSULTANT agrees to perform the services to be specified in each Work Directive. Compensation for satisfactory performance of services performed under Work Directives will be as stated in each Work Directive and, unless specifically stated otherwise in the Work Directive, will be in accordance with the hourly labor rates set forth in Exhibit B.

It is expressly understood and agreed that in no event will the CONSULTANT be compensated in an amount greater than the amount specified in any individual Work Directive for the services performed under such Work Directive. Any change order must be in writing and approved by the AGENCY's Project Manager and the Office of Contracts and Procurement.

There is no guaranteed compensation to the CONSULTANT under this Agreement. However, the maximum compensation that the AGENCY has authorized to be expended for this Contract will not exceed five hundred fifty seven thousand five hundred and thirteen dollars (\$557,513) plus a \$150,000 contingency, which may be used at the Agency's discretion if necessary for unforeseen work only. The AGENCY will pay the CONSULTANT in accordance with Section 6.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may, upon written request, adjust prospectively its labor rates. Increases in future labor rates shall be limited, if requested,

to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area available to the AGENCY, or up to a maximum of 3.5 percent escalation, whichever is lower. The effective date of the CPI-U adjustment, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT' s request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the subsequent Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any CPI-U increase for that year.

**6. MANNER OF PAYMENT**

The CONSULTANT must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the contract number 21-J-P-018, , Work Directive number and the AGENCY Project Manager's name, Simon Oh. The AGENCY will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. The AGENCY will provide written notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to [AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)

**7. NOTICES**

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager, Simon Oh or designee, and the CONSULTANT's.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY:	Board Secretary Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070
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With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: JBR Partners, Inc.  
Attn: Solomon So  
1333 Evans Ave.  
San Francisco, CA 94124

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**8. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

**9. CONFIDENTIALITY**

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY's Executive Director or designee.

**10. USE OF SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subconsultants must be engaged under written contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subconsultants and the AGENCY will have no obligation to them.

**11. CHANGES**

The AGENCY may at any time, by written order, make changes within the scope of work and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed-upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONSULTANT regards as a change to the contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in non-payment of the invoices reflecting such work.

**12. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

**A.** Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or

**B.** Any allegation that materials or services provided by the CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

**13. INSURANCE**

Refer to Attachment A appended hereto, for the Insurance Requirements.

**14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT, and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

**15. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

**16. GOVERNMENTAL AGENCIES**

Not Applicable

**17. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**18. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY's Executive Director or such person or persons as they will designate in writing from time to time will represent and act for the AGENCY.

**19. WARRANTY OF SERVICES**

**A.** CONSULTANT warrants that its on-call ambassador services will be performed in accordance with the standards of practices of comparable ambassador services firms at the time the services are rendered.

**B.** In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the warranty standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:

**i.** The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or

**ii.** The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.

**iii.** The right to terminate the Agreement for default.

**C.** CONSULTANT will be responsible for all errors and omissions and is expected to pay for all ambassador services work as a result of errors and omissions.

**20. CLAIMS OR DISPUTES**

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.

**21. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

**22. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

**23. TERMINATION**

**A. Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to



effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

**B. Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

**C.** The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**24. LIQUIDATED DAMAGES**  
Not Applicable

**25. PREVAILING WAGE**

Not Applicable

**26. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants will permit the AGENCY, the State Comptroller, and their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

**27. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT will obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**28. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**29. SMALL BUSINESS ENTERPRISE**

**Monthly Electronic and Other Reporting Requirements.** The CONSULTANT is required to report payments to all subcontractors, sub-consultants, suppliers, manufacturers, and truckers (Subcontractors) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record AGENCY payments made to the CONSULTANT and prompt payments made by the CONSULTANT to its Subcontractors. The CONSULTANT and every Subcontractor will receive payment notifications via email. The CONSULTANT must report a payment made to Subcontractor(s) within five days of an email notification. The Subcontractor(s) must confirm receipt of payment from the CONSULTANT within five days of email notification and this requirement must be included in CONSULTANT's subcontracts.

It is the CONSULTANT's responsibility to ensure that

Subcontractor(s) confirm payments in the System in accordance with the requirements set forth above. CONSULTANT must submit any and all reports required by the Office of Civil Rights (OCR). A final report, as directed by OCR, must be submitted prior to final payment to CONSULTANT.

### **31. CONFLICT OF INTEREST**

**A. General.** Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**Organizational Conflicts of Interest.** CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AGENCY; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive

advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor, and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

**32. SUBSTANCE ABUSE PROGRAM**

Not Applicable

**33. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)**

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees, and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees, and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

**34. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

**35. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

**36. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

**37. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the parties.

**38. APPLICABLE LAW**

This Agreement, its interpretation, and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

**39. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**40. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

**41. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT POWERS BOARD:**

**JBR PARTNERS, INC.**

Signature:  \_\_\_\_\_

Signature:  \_\_\_\_\_

Print: Michelle Bouchard

Print: James Bryant

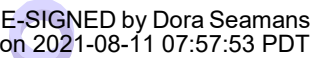
Title: Acting Executive Director

Title: CEO

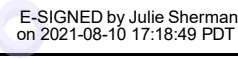
Date: August 11, 2021

Date: August 10, 2021

**ATTEST:**

By:  \_\_\_\_\_  
Agency Secretary

**APPROVED AS TO FORM:**

By:  \_\_\_\_\_  
Attorney for the Agency



## **ATTACHMENT A-INSURANCE REQUIREMENTS FOR THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)**

The insurance requirements specified in this Section shall cover CONSULTANT's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONSULTANT authorizes to work under this Agreement. CONSULTANT is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONSULTANT is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintains adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONSULTANT shall assume any and all costs and expenses that may be incurred in fulfilling CONSULTANT's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONSULTANT or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONSULTANT's insurance be primary without any right of contribution from the AGENCY. Prior to beginning work under this Agreement, CONSULTANT shall provide the AGENCY'S authorized insurance consultant, Insurance Tracking Services, Inc. (ITS) with satisfactory evidence of compliance with the insurance requirements of this Section by submitting such evidence of compliance to the address indicated in C.1. below.

### **A. MINIMUM TYPES AND SCOPE OF INSURANCE**

#### **1. Workers' Compensation and Employer's Liability Insurance.**

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of **\$2 million**.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
  - Waiver of Subrogation.

#### **2. Commercial General Liability Insurance.**

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$2 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. Such insurance shall cover

all of CONSULTANT's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- a. This insurance shall include coverage for, but not be limited to:
  - Premises and operations.
  - Products and completed operations.
  - Personal injury.
  - Advertising injury.
  
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - Additional Insured.
  - Separation of Insureds Clause.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

**3. Business Automobile Liability Insurance.**

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$2 million** per accident or loss.

- a. This insurance shall include coverage for, but not be limited to:
  - All owned vehicles.
  - Non-owned vehicles.
  - Hired or rental vehicles.
  
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - Additional Insured.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

**4. Property Insurance.**

Property insurance with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of

the property described below.

- a. This insurance shall include coverage for, but not be limited to:
  - CONSULTANT's own business personal property and equipment to be used in performance of this Agreement.
  - Materials or property to be purchased and/or installed on behalf of the AGENCY, if any.
  - Builders risk for property in the course of construction.
  
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
  - Waiver of Subrogation.

**5. Professional Liability, Including Network Security, Privacy & Media Insurance.**

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the Peninsula Corridor Joint Powers Board and having minimum limits of liability of **\$2 million** per claim or occurrence and **\$2 million** annual aggregate. The policy shall include coverage for all services and work performed under this Agreement. Such policy shall contain cyber risk coverages, including network and internet security liability coverage, privacy coverage and media coverage.

**B. ENDORSEMENTS**

**1. Additional Insured.**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**2. Waiver of Subrogation.**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**3. Primary Insurance.**

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be affected by the Peninsula Joint Powers Board.

**4. Separation of Insureds.**

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the the Peninsula Corridor Joint Powers Board as an Additional Insured shall not in any way affect AGENCY's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONSULTANT. The purpose of this coverage is to protect CONSULTANT and the AGENCY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**C. EVIDENCE OF INSURANCE**

**1. All Coverages.**

Prior to commencing work or entering onto the Property, CONSULTANT shall provide to Insurance Tracking Services, Inc. (ITS), the AGENCY's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the CONSULTANT under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The AGENCY Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:  
Peninsula Corridor Joint Powers Board  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

In addition, the CONSULTANT shall promptly deliver to ITS a Certificate of Insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

#### **D. GENERAL PROVISIONS**

##### **1. Notice of Cancellation.**

Each insurance policy supplied by the CONSULTANT shall provide at least 30 days' written notice to CONSULTANT of cancellation or non-renewal. CONSULTANT must then provide at least 30 days' prior written notice to the AGENCY's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or canceled.

Submit written notice to:  
Peninsula Corridor Joint Powers Board  
C/O Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

##### **2. Acceptable Insurers.**

All policies will be issued by insurers acceptable to the AGENCY (generally with a Best's Rating of A- 10 or better).

##### **3. Self-insurance.**

Upon evidence of financial capacity satisfactory to the AGENCY and CONSULTANT's agreement to waive subrogation against the AGENCY respecting any and all claims that may arise, CONSULTANT's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

**4. Failure to Maintain Insurance.**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONSULTANT's personnel and equipment have been removed from the AGENCY property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**5. Claims-Made Coverage.**

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONSULTANT's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONSULTANT shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**6. Deductibles and Retentions.**

CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from the AGENCY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subconsultant contains a deductible or self-insured retention, and in the event that the AGENCY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subconsultant is not a named defendant in the lawsuit.

## **EXHIBIT A-SCOPE OF SERVICES**

### **A. Overview**

The Peninsula Corridor Joint Powers Board (AGENCY) requires on-call ambassador services from JBR Partners, Inc. (CONSULTANT) to support the AGENCY's outreach efforts relating to operations, promotions, special event service, construction work and long-term assignments.

The CONSULTANT shall have sufficient knowledge of local transit networks involving or similar to the Peninsula Joint Powers Board and Caltrain, experience in public engagement with diverse constituencies and multi-lingual capabilities.

AGENCY will partner with the CONSULTANT's team able to provide outreach services that ultimately serve to enhance the customer experience of Caltrain customers. By providing such services, the AGENCY expectation is that it will result in positive and improved perceptions among existing customers of services the AGENCY offers and maintain their continued business. Consultant will provide outreach ambassador services as further described in this Scope of Services (SOS).

### **B. Requirements**

Consultant must follow and meet the core requirements listed below to perform the scope of services:

1. Possess or develop knowledge of local transit services and their surrounding issues (e.g., use of route network, communities served, common customer sentiments, etc.)
2. Provide assistance with assignments ranging from in-person (e.g., construction project-affected neighborhoods, street fairs) to virtual (e.g., videoconferencing systems, text messaging-based feedback programs).
3. Deploy Ambassadors to assist the general public in assignments at major public events, construction work, streets fairs, parades, crises and emergency-related circumstances.
4. Carry out work under varying conditions. (e.g., weather, location, operations). As warranted, AGENCY may provide guidance on how CONSULTANT can proficiently carry out their duties under special circumstances (e.g., acquiring permits, safety trainings).
5. Staff, supervise, train and administer the Ambassadors. Provide training for Ambassadors including classroom and in-field instruction, as required.
6. Respond to AGENCY's outreach requests within 24 hours of first contact. Schedule of assignments can fluctuate based on the needs of the AGENCY.
7. Provide Ambassadors fluent in multiple languages for Limited English Proficiency (LEP) customers including but not limited to Cantonese, Mandarin and Spanish (three most commonly spoken languages among the riding public in our service area). LEP needs also depend on the particular assignments.

8. Provide services in a professional manner and in appropriate attire, to the satisfaction of the AGENCY.
9. Distribute information on schedule changes; Caltrain stations, transit centers and other locations with large passenger traffic.
10. Provide appropriate communication material and equipment (e.g., tables, chairs, tents) to Ambassadors. AGENCY will supply branded equipment (e.g., tablecloths, signage).
11. Provide supplemental services to assist AGENCY's communications and operations, including the placement of informational and directional signage.
12. Communicate with the AGENCY's Ambassador Coordinator to report incidents, conditions or situations that may need attention.
13. Utilize a reporting and feedback system created by AGENCY to document all Ambassador reporting and interactions.

**C. Tasks**

Consultant will perform the following tasks:

1. Meet with AGENCY's officials, generally via teleconference (e.g., phone and web-based conferencing platforms), to discuss assignments and details requiring outreach ambassador services. This includes but is not limited to the overall timeline from the start of the assignment's lifecycle to its end.
2. Types of outreach ambassador assignments include (not all-inclusive):
  - i. Operations (e.g., fare changes, schedule changes, service changes)
  - ii. Promotions (e.g., school events, community fairs)
  - iii. Special event service (e.g., major-league sports events, large-scale public events such as Bay to Breakers)
  - iv. Construction work (e.g., projects impacting commuters and communities)
  - v. Planning (e.g. ECR Congestion Impact Study)
3. Attend training to learn basic information specific to the service Caltrain and type of outreach needed. Training needs and time will depend on requirements of each assignment.
4. Make arrangements for obtaining materials necessary for outreach assignments.
5. Identify and assign designated locations to conduct agreed-upon work, engaging with riding public and gathering any relevant data.
6. Generate a document with guidelines and expectations relative to the work at stake. This ensures ambassadors know how to fully meet their commitments for each assignment.
7. Conduct outreach ambassador work as discussed in preliminary correspondences and outline in the aforementioned document.
8. Report back findings to the Project Manager electronically and/or through post-outreach meetings.



## **D. Deliverables and Consulting Service**

Once the AGENCY has identified need for outreach, Consultant shall provide the following deliverables in written reports where applicable to AGENCY's Project Manager within four business days of conclusion of outreach work. Reports should address these deliverables, as outline below:

### **Deliverables**

1. Assessment of work performed and value of work to the public.
2. Did the work performed meet the guidelines and expectations as listed on the document generated during the preliminary phase of the assignment?
3. Any observations recorded from the assignment including numbers of people engaged, specific feedback from the public, operational conditions among other factors?
4. Did the work perform help to enhance customer experience among the riding public with the AGENCY?
5. Any opportunities arose from conducting such work that potentially benefits the riding public and AGENCY broadly and equally?
6. Any issues generated from public feedback and observations that the AGENCY must know as means to continually refine their outreach practices?
7. Submit report back to the AGENCY using supplied documentation/format. AGENCY will provide the Consultant with an Ambassador Post-Outreach Report, similar to the one attached in Appendix A-1, for submittal to the AGENCY upon completion of the assignment. AGENCY will maintain all documents submitted by the Consultant for recordkeeping purposes.

### **Consulting Services**

1. Provide consulting service support on an as-needed basis. Opportunities may come in the form of advanced notice or short notice (notifications issued no less than 72 hours prior to start of assignment) for urgent needs (e.g., station closures, detours). All communication will be in writing or involve establishing a paper trail as much as possible.
2. Cost breakdown to include the number of staff, hours and special needs (e.g., translation). Special cost consideration may be necessary for ambassadors needed on short notice.

**APPENDIX A-1, SAMPLE AMBASSADOR POST-OUTREACH FEEDBACK  
(EVALUATION) FORM**

Ambassador Staff Name:

Assignment Name:

Contact Person:

Date: Time: *from* to

Event address:

Travel time from Central to Event:  
*Please note if you started from a location other than Central:*

Did you  Drive  Take Public Transit  Other

**Company/Event location**

1. Was the event within walking distance of (*check all that apply*):
- A SamTrans bus stop
  - A Caltrain Station
  - A Caltrain/SamTrans shuttle stop
  - Another public transit stop (e.g., VTA, Muni, AC Transit)
  - None of the above

**Attendance**

2. How would you describe the atmosphere at the SamTrans/Caltrain Assignment Location?
- Very slow  Moderately slow  Average  Moderately busy  Very busy
3. Estimated number of people who approached Location while you were staffing it:
4. How would you rate attendees' interest level in our services on a scale of one to five?

*Not at all Interested*  1  2  3  4  5 *Extremely Interested*

5. Did the majority of attendees live or work within our service area?

Yes  No  Don't know

6. If you received multiple comments about a specific issue/area, please describe:

### Supplies (if applicable)

7. Please list the timetables, brochures, give-aways and other supplies you brought to the assignment:

8. What items were **most popular** with attendees?

9. How many Clipper applications were given out/picked up:                      Youth                      Senior

10. If you were going to work on this assignment again, would you bring any additional items?

11. Was there a need for information in other languages?

Yes; specify language(s):     No

12. Do you have any suggestions for new giveaways or brochures?

### Assignment Organization

13. Overall, how would you rate the organization of this assignment on a scale of one to five?

*Extremely Poor*                       1                       2                       3                       4                      *Excellent*  
 5

14. Was the contact person readily available at the event?

Yes  No  Don't know

15. Please list other **transit** agencies in attendance:

16. What **other agencies** were in attendance:

17. Was parking provided?

- Yes  No, indicate where you parked: and price of parking \$  
 Not Applicable

18. Was there a place to unload supplies?

- Yes  No

Final Comments

19. Would you recommend that SamTrans/Caltrain attend this assignment again in the future?

- Yes  No

*Why/why not? Please explain:*

20. Any other suggestions or comments?

**EXHIBIT B-COVER PAGE FOR CONSULTANT'S PROPOSAL AND NEGOTIATED COST**

## **EXHIBIT C- WORK DIRECTIVES**

Work Directives (WDs) will be issued to the CONSULTANT at any time during the contract period of performance. Award of WDs will be based on the technical superiority of a CONSULTANT's proposal in response to a WD Proposal Request. Professional Services are to be provided on an as-needed basis throughout the term of the contract and services must be completed within the period specified in the WD.

The Services to be furnished by the CONSULTANT may vary according to the AGENCY'S needs. The actual services to be provided shall be described in specific WDs. Each WD will contain a period of performance specific to the WD. The AGENCY expressly reserves the right to contract for performance of services with other consultant(s). There is no guaranteed minimum level of effort to be expended or compensation to be paid under this RFP.

Organizational conflicts of interest, if any, will be assessed at the WD level. CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under WDs. It is the CONSULTANT's responsibility to assure that no organizational conflicts of interest exist. If the CONSULTANT has a conflict of interest, real or apparent, it will not be allowed to provide services for those projects.

### **A. Issuance:**

As needs arise, the Agency will issue a WD Proposal Request. CONSULTANT is responsible for preparing and submitting a WD Technical and Cost Proposal within **ten (10) calendar days** of CONSULTANT's receipt of AGENCY's request or by the due date as indicated in the specific WD Proposal Request. Upon review, negotiation (if any), and approval by the Agency Project Manager (or designee) of CONSULTANT's WD Technical and Cost Proposal, the AGENCY will issue a WD.

### **B. Amendments and Compensation:**

WDs are governed by the terms and conditions of the contract, and by any other specific terms and conditions identified in the WD. Such additional terms and conditions, if any, will be identified in the WD Proposal Request. Work will be authorized by the Agency through the issuance of a WD.

**Work performed by the CONSULTANT prior to issuance of a WD is understood to be at-risk, and CONSULTANT will not be reimbursed for said work.**

#### WD Amendments:

Any addition to, reduction of, and/or other revision of the scope of services for a WD must be approved by the AGENCY and requires a WD Amendment. A WD Proposal Request (WDPR) for the Amendment will be issued to WD CONSULTANT by the AGENCY. CONSULTANT is responsible for preparing and submitting a WD

Technical and Cost Proposal within **ten (10) calendar days** of CONSULTANT's receipt of AGENCY's request or by the due date as indicated in that specific WD Proposal Request. The AGENCY reserves the right to determine in its sole discretion if completion of the WD amendment is needed. **Performance of work related to additional scope by the CONSULTANT prior to authorization to perform such work by the AGENCY is understood to be at-risk, and CONSULTANT will not be reimbursed for said work.**

WD Compensation and Rates:

WD cost will be based on rates established in the underlying contract, and the time and deliverable requirements in the WD. WDs will be issued on a Not-to-Exceed (NTE) basis, depending on the WD scope of services. WD estimated total cost amounts will be negotiated based on estimated labor hours and previously approved Position Title and/or Labor Categories and other rates set forth in CONSULTANT's Cost Proposal per Exhibit B and as set forth in each WD Technical and Cost Proposal. WDs may vary significantly in size. For example, one Work Directive may be for NEPA/CEQA clearance efforts while another Work Directive may be for providing a single support staff person (i.e., environmental specialist) to a project for a limited duration of time.

**C. WD Reporting and Invoicing:**

If required by a WD's scope of services, the CONSULTANT shall submit to the AGENCY an Earned Value Report within **seven (7) business days** after the end of the billing period. These reports shall contain the task/sub-task as set forth in the WD and will include, at a minimum, a description of all work performed within the reporting period; and the planned, forecasted, earned and actual costs for the reporting period and cumulative to date. The reporting period shall be identical to the billing period established for the work.

The report shall include a narrative status report containing work accomplished to date and a forecast for work to be completed within the billing period. The narrative report shall note significant milestones achieved. This report shall be supplied to the Project Manager (PM) and shall also be attached to the appropriate corresponding invoice. CONSULTANT is required to submit invoices for services performed no later than **thirty (30) days** after the close of the calendar month in which such costs were incurred. Failure to submit invoices in a timely manner may result in the AGENCY rejecting such invoices.

The report will cover activities performed on all open WDs during the billing period and shall address the following topics:

- Summary of key issues, trends and risks which shall include identification of potential cost/schedule overruns including the reasons for such impact and the mitigation measures proposed. The summary shall also describe any

- outstanding responses that the CONSULTANT has requested from the AGENCY or 3<sup>rd</sup> Party Agency that may potentially impact the cost or schedule of the work;
- Summary of deliverables that includes a table showing original, revised forecast and actual dates for each deliverable. Any actual or revised forecast dates that deviate from the original plan shall be accompanied by an explanation of the causes for such deviations;
  - Identify any WD Proposals or Amendments in process;
  - Identify any out of scope work; and
  - Compare the percent billing to percent work complete.

**D. Meetings:**

The AGENCY and CONSULTANT shall meet quarterly or at a time period as mutually agreed upon to review CONSULTANT's performance under specific WDs and/or the contract.

**E. Agency's Rights:**

Although it is the AGENCY's intention to satisfy its Services needs by contracting with CONSULTANT, the AGENCY's expressly reserves the right to contract for future Services with other firms for projects that may arise. Such Services will be obtained through a separate competitive solicitation, and the AGENCY shall solely determine how such specific projects will be awarded.

**F. Consultant's Key Personnel:**

CONSULTANT shall be responsible for the management of technical and administrative personnel used for each WD. Each WD will identify AGENCY's staff representative as WD Manager and/or Project Manager. CONSULTANT shall be responsible for any errors and omissions and is financially responsible to cover the cost of any and all deficient work resulting from the CONSULTANT's errors and omissions, including re-performance of the work.



**EXHIBIT D, SBE CONSULTANT'S FORM**

As a condition to the award of Contract number 21-S-P-018, Agreement for On-Call Ambassador Services, I, James Bryant, do hereby confirm that JBR Partners, Inc. will be providing on-call ambassador services.

The above services will be provided to San Mateo County Transit District for the agreed-upon not to exceed dollar amount of \$557,513.

I declare under penalty of perjury that the foregoing statement is accurate and true.

**JBR PARTNERS, INC.**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_ James Bryant \_\_\_\_\_

Title: \_\_\_\_\_ CEO \_\_\_\_\_

Date: \_\_\_\_\_



# REQUEST FOR PROPOSALS FOR PROVISION OF ON-CALL AMBASSADOR SERVICES 21-S-J-P-018

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SAN MATEO COUNTY TRANSIT DISTRICT PENINSULA  
CORRIDOR JOINT POWERS BOARD  
April 7, 2021

**SUBMITTED BY:**

JBR Partners, Inc.  
1333 Evans Ave,  
San Francisco, CA 94124

**COMPANY CONTACT:**

James Bryant  
415-970-9051  
SS@JBRPARTNERS.COM



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April 7, 2021

Linda Tamtum  
Procurement Administrator II  
Contracts and Procurement Department  
San Mateo County Transit District

Dear San Mateo County Transit District:

JBR Partners, Inc. (JBR) is pleased to formally submit our response to RFP for Provision of on-call Ambassador Services 21-S-J-P-018.

JBR is a San Francisco based and DBE-certified firm specializing in providing as-needed community ambassadors. Since 2009, JBR has provided outreach teams to many clients in the public and private industries including the San Mateo County Transit District, Bay Area Rapid Transit, San Francisco Municipal Transportation Agency, San Francisco County Transportation Authority, San Francisco Public Utilities Commission, San Francisco Public Works, and Pacific Gas & Electric Company.

Our professionally trained Ambassadors and Field Supervisors have served Bay Area customers and represented Transit Agencies at many events and programs. Most recently, our Ambassadors were trained and deployed on behalf of SF Covid Emergency Response, Golden State Warriors Chase Center, Transbay Transit Center Reopening, and the SF Muni Senior Free Ride Program. Qualifications are further summarized in the proposal.

JBR's proposed key personnel include the following:

James Bryant, Project Director – 30 years of experience in public outreach and ambassador services.

Solomon So, Field Supervisor - 10 years of experience in public outreach and ambassador services.

Emilia Flin, Field Supervisor - 10 years of experience in public outreach and ambassador services.

JBR is prepared to sign the Sample Agreements provided in Appendix B & B-1 to this RFP. JBR can meet the insurance requirements as set forth in Appendix C, Insurance Requirements. JBR agrees to be bound by this proposal for 180 days from the Proposal due date. JBR confirms no impermissible conflicts of interest.

Thank you for your consideration and we look forward to being a part of this project.

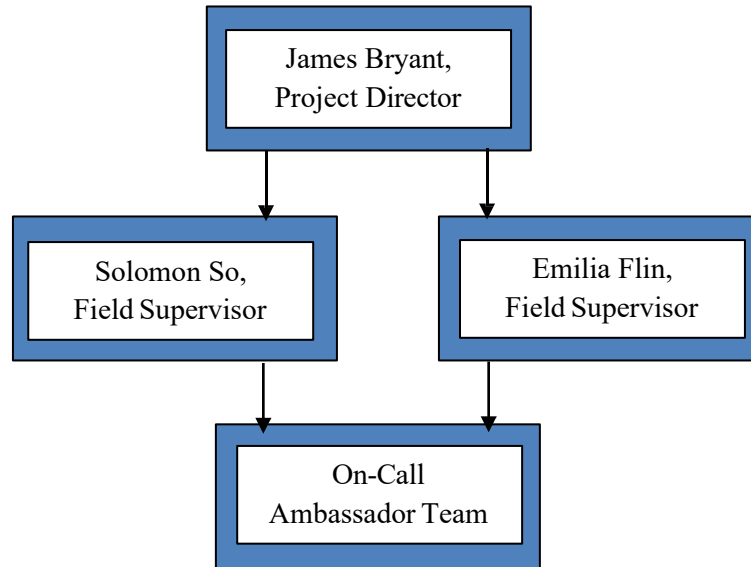
Sincerely,

A handwritten signature in black ink, appearing to read "James A. Bryant", with a long horizontal line extending from the end of the signature.

James A. Bryant,  
CEO

## PROJECT APPROACH

### 1.) Organization Chart



### 2.) Subcontractor

JBR will perform 100% of the contract with its own labor force, therefore JBR does not intend to subcontract any of the services listed in Appendix A, Scope of Services.

### 3.) Contract Management Approach

JBR is experienced with partnering with Public Agencies and is well prepared to meet the deliverables and deadlines post-award. Upon contract approval, JBR will work closely with San Mateo County Transit District to identify requirements, needs, and upcoming tasks. JBR will provide a quote for requested tasks and will remain within budget to meet the agreed upon services. JBR will summarize outreach efforts through records and reports submitted to the San Mateo County Transit District. Procedures and policies will be implemented to further improve communications between JBR and the Agency.

### 4.) Experience, expertise and availability of proposed team

James Bryant, Project Director has over 30 years of experience managing public outreach contracts for public Agencies. Solomon So and Emilia Flin, Field Supervisors have 10 years of experience training, deploying, and supervising outreach teams for public Agencies. Since 2015, JBR's Ambassador team has provided on-call ambassador services to various Bay Area Public Agencies including San Mateo County Transit District, Bay Area Rapid Transit, San Francisco Municipal Transportation Agency, San Francisco County Transportation Authority, San Francisco Public Utilities Commission, San Francisco Public Works, and Pacific Gas & Electric Company.



Estimated Availability dedicated to this RFP:

James Bryant, Project Director – 15%

Solomon So, Field Supervisor – 25%

Emilia Flin, Field Supervisor – 25%

Ambassadors – TBA (On-call. JBR staff will ensure that ambassadors numbers are met as-needed.)

#### 5.) Intended approach to providing the work and tasks

JBR Partners, Inc. (JBR) will develop and maintain a Community Ambassadors Team that will support and represent San Mateo County Transit District Peninsula Joint Powers Board (Agencies) for as-needed projects, programs, and unforeseen emergencies. JBR staff will recruit, train, deploy, and supervise ambassadors.

JBR's goals as an ambassador team is to inform customers, record valuable feedback, and positively represent the agency. We know how important it is for the public to understand Agencies projects and its impacts on communities. Whether stops are being temporarily discontinued due to construction and special events, or the agency is enhancing service through permanent changes – JBR's Ambassadors are ready to assist!

Our training program is designed to provide Ambassadors with an understanding of San Francisco Bay Area's transit system and also highlight the "talking points" for special projects. During major events and programs, JBR has outstanding field staff that are responsible for deploying and supervising ambassadors. We understand the importance of coordinating with Agencies staff, which is why JBR Field Supervisors are always available by phone and on-site for last minute directives and/or emergency situations. Lastly, JBR's Field Supervisors work closely with Agencies Project Managers to discuss project-specifics such as staffing requirements, key messaging, signage, and outreach collateral.

We believe that all of these components are essential to providing high quality ambassador services for Agencies. JBR's approach to each Appendix A task is further described below:

JBR will recruit and employ ambassadors who have knowledge of local transit services. We target individuals who know the area and use public transportation, so they have a good background to understand route network, communities, and common customer issues. We will provide task specific training to ensure that ambassadors are prepared to assist the public.

JBR will maintain a pool of Ambassadors that are ready to staff Agencies events and construction projects within short notice. Recruitment efforts will be conducted throughout the duration of the contract as-needed. JBR's goal is to have at least 12 trained Ambassadors available on its call list at all times.

JBR will deploy Ambassadors based on locations and assignments, which are assigned prior to the event day. Field Supervisor will provide Agencies a list of ambassadors along with contact information (see example below). Deployment procedures start with a team meeting to ensure that all Ambassadors working have a vest, which identifies them as an Agencies Ambassador. All Ambassadors receive a script with messaging specific to their location or bus line. Outreach collateral such as flyers, take-ones, and maps are often distributed. JBR Field Supervisor(s) are monitoring each location and provide additional materials if needed.



Project	Day	Date	Time	Assigned Name	Phone	Start/End Location
J Line	Tue	1/19	2-10pm	Warren Fong	510-388-XXX	Ride J Church Line From Balboa Park
J Line	Tue	1/19	2-10pm	Luiz Valle	415-580-XXX	Glen Park (Diamond and Bosworth)
J Line	Tue	1/19	4pm-8pm	Kathleen Reynold	415-609-XXX	Balboa Park Outbound MC stop
DT	Wed	1/20	3pm-7pm	Melanie Sun	415-630-XXX	Ride 31 Balboa between Van Ness
DT	Wed	1/20	3pm-7pm	David Lowe	415-867-XXX	Sansome/Sacramento - 41 and 30x
DT	Wed	1/20	3pm-7pm	Alina Bailey	415-980-XXX	Mission & Beale & Mission & Spear
DT	Thurs	1/21	3pm-7pm	Melanie Sun	415-630-XXX	Market & Davis

JBR Ambassadors are experienced in working in various conditions. We have provided ambassadors at NBA games, concerts, and conferences at SF Chase Center, which serves over 10,000 customers per event. All of our staff that work at these events must attend and pass a Roadway Worker Protection Training administered by a Transportation Agency.

For major events that require multiple Field Supervisors, JBR Field Supervisors meet before the event to discuss assigned locations and emergency protocol. All JBR Field Supervisors receive a two-way radio that is used to communicate information efficiently between all team members. Previous examples of when JBR Field Supervisors had to quickly act include station closures, major traffic delays, protest activities, and incorrect signage.

For each event, project, or program assigned, JBR will designate a Field Supervisor responsible for supervising all Ambassadors during work hours. The designated Field Supervisor will organize and deploy the ambassadors. If there are any emergencies or communications that require attention, JBR’s Field Supervisor will be Agencies main point of contact. For major events that require outreach teams to be deployed citywide, JBR may assign multiple Field Supervisors to oversee ambassador operations. In this case, Field Supervisors communicate with one another through two-way radios to ensure vital information is shared with the entire outreach team.

JBR will provide classroom training and in-field instruction. For new Ambassadors, there will be an extensive 2 hour training to familiarize new recruits with the Bay Area Transit system (including routes, schedules, types vehicles, fare policies, staff,) JBR Partners’ company policies, expected Ambassador behavior, and safety/in case of emergency protocols. The training consists of a PowerPoint presentation going over all materials followed by role playing of different scenarios representing common Ambassador issues. Ambassadors work in pairs and small groups to practice interactions with different populations (i.e. daily commuters, elderly riders, tourists, Agencies inspectors and operators) and under varying circumstances (i.e. bus stop removal, parade reroute, a violent protest). This helps prepare Ambassadors for the majority of potential situations that may arise. In particular, the Training Program focuses on how safety is JBR’s number one priority. Every Ambassador is well prepared in the event of an emergency and knows to follow the Emergency Protocol (call 911, contact your Supervisor, etc.)

New Ambassador trainings will occur on a monthly basis, or more frequently if demand requires. New Ambassadors are also given a copy of JBR’s “Ambassador Guide” that gives an overview of the Agencies



Transit systems, detailing everything that was covered during training. They are encouraged to memorize the information within the guide or carry it with them while on duty. Every 4 months, all Ambassadors will undergo a one hour remedial training to ensure consistency and quality.

For each new project, there will be a one hour project specific training for Ambassadors to go over the script, locations, and any out of the ordinary procedures. Ambassadors will once again engage in role play of potential scenarios. This ensures that even our most seasoned Ambassadors are up to date on the latest transit news. For one day event style projects, Ambassadors will receive a brief training on the day of their shift.



*JBR Ambassadors meeting with Field Supervisor before Special Event.*

JBR will create a staffing plan to respond to Agencies' outreach requests within 24 hours of contact. JBR's contact information will be provided to Agencies' to ensure timely communication. JBR understands that schedule of assignments fluctuate so JBR will maintain a pool of Ambassadors that are ready within short notice. All of our ambassadors, contact information, and their availability is recorded into a master database.

JBR has a track record of delivering Ambassadors on short notice. At its maximum capacity in 2016, JBR met staffing requirements for three SFMTA projects that required 6 consecutive weeks of full deployment (Monday to Sunday). The J-Line, Super Bowl City, and 14-Mission Muni Forward projects proved that JBR is capable of delivering over 3,000 ambassador work hours over 6 consecutive weeks on short-notice.

JBR has over 7 years of experience providing outreach to LEP (Limited English Proficiency) customers and Community Based Organizations. Bay Area Transit customers are multilingual and the JBR Ambassador team reflects that diversity. Our Ambassadors speak multiple languages including Cantonese, Mandarin, Spanish, Korean, Russian, Tagalog, Vietnamese, Japanese, and Samoan.

JBR is committed to performing services in a professional manner consistent with Agencies standards. Ambassador teams will be closely supervised by Field Supervisor(s). JBR understands that Ambassadors are highly visible to the general public. JBR Ambassadors are trained to avoid confrontation, remain calm, and encourage all feedback from customers. JBR considers the most experienced and professional candidates during the recruitment phase. Those who are selected after the interviews are mandated to participate in the general Ambassadors training. Professionalism is further emphasized at project-specific





trainings before each event and project. Professional attire will be enforced on the day of outreach deployment.

JBR Ambassadors are experienced with distributing outreach collateral at transit stations, stops, centers and even on buses. Ambassadors attend Roadway Safety Trainings to prepare them to work in heavy pedestrian traffic areas.

JBR will provide materials and equipment to Ambassadors, which may include tables, chairs, and tents. We already have this equipment ready to go and can transport it with the company van or truck.

JBR will provide supplemental services to assist Agency communication and operations. We are experienced with placing information and directional signage. We recently posted informational signage for Covid Related Emergency Response. We've also assisted with ramp closure signage for Caltrain.

JBR will regularly check-in with the Agencies Manager to report incidents, conditions or situations that may need attention. Forms of communications may include phone, email, texts, and in-person meetings at the request of the Agencies. General notes are usually reported through email, while urgent needs that require attention are communicated through phone or in-person meetings, and then later documented through reporting.

Upon the completion of each event or project, JBR's Field Supervisor documents and sends an electronic report of all customer feedback and outreach notes to the Agencies Ambassador Coordinator. Ambassadors record customer comments throughout their shifts and provide a copy to the JBR Field Supervisor usually through email, text, or phone. JBR generally ask all Ambassadors to report back the following answers at a minimum: What were the main concerns, complaints, and questions? Was the transit signage accurate? Which bus/transit line was most affected? Were there any major issues? How can we improve our outreach? For projects that require door-to-door interactions, JBR Ambassadors record addresses, business and/or contact name, and other information as-requested by Agencies. Individuals who request to be contacted directly by Agencies are also noted.

#### WD Development and Procedures:

JBR will respond to Agencies' Work Directive Proposal Request by preparing and submitting a Work Directive Proposal that includes an outline of deliverables, deadlines, budget, staffing needs, reporting requirements, training requirements, deployment instructions, field supervision, etc. Work Directive Proposals will be specific to the tasks assigned by the Agencies. JBR will submit Work Directive Proposals in a timely manner as requested by Agencies. Budgets will be based on staff hours needed to complete the deliverables.

#### WD Management Plan and Procedures:

James Bryant, Project Director will oversee quality of the work product. He will work closely with the Agencies Ambassador Coordinator or other Agencies Staff to ensure that deliverables are met in a timely manner and within budget. He will also be responsible for implementing company policies and processes to support the recruiting, training, deploying, and supervision of ambassadors.

JBR Field Supervisors will ensure that the Ambassador needs are met by tracking all deliverables on a spreadsheet and provide reports for all outreach efforts. Field Supervisors will check-in with the Project Director to ensure that all tasks are being completed on time and within budget.



Work Directive Management Plan Communication Process:

1. Agencies issue Work Directive Request including deliverables.
2. JBR Project Director responds to WD Request with a quote including staff hours.
3. Agencies Representatives approves quote and sends JBR Purchase Order or NTP.
4. JBR Director & Field Supervisors meet with Agencies staff to discuss deliverables. Agency will provide a summary of the project/event, required tasks, and clarify any questions or concerns. Any materials or outreach collateral can be exchanged at this meeting.
5. JBR Field Supervisor will recruit and train ambassadors specifically for the task. JBR will ensure that all ambassadors are informed of the “talking points” and have the required materials.
6. JBR Field Supervisor will schedule ambassadors for shifts.
7. JBR Field Supervisor will deploy and supervise ambassadors on the day of outreach.
8. JBR Field Supervisor will send updates, feedback, and outreach reports to Agencies’ Rep.
9. JBR Director will ensure that all deliverables are met and then send an invoice to the appropriate Agency Department. Invoice will include tracking of all staff hours.



## COMPANY QUALIFICATIONS

JBR is a DBE-certified firm that has over 12 years of experience providing as-needed community ambassadors. Since 2009, JBR has provided outreach teams to many clients in the public and private industries including SFMTA, SFCTA, SFPUC, SFDPW, and PG&E. Our professionally trained Ambassadors have served Bay Area customers and represented Public Agencies at major events that have significant impacts on riders. In the past three years, JBR has successfully deployed Ambassadors on behalf of SFMTA for the following projects: Pride Parade, Outside Lands Music Festival, Bay to Breakers, Chinese New Year Parade, E-Line Historic Streetcar Launch, MuniMobile Launch, and many more.

JBR's Project Director, James Bryant has over 30 years of experience in public outreach and ambassador services. JBR's Field Supervisors, Solomon So and Emilia Flin have 10 years of experience in public outreach and ambassador services. All key personnel staff are Roadway Worker Protection Training certified by the San Francisco Transportation Agency.

The organizational chart is on page 3 Project Approach. Our ambassador team ranges from 1 to 50 (most ambassadors we have ever staffed for one project was 50 per day).

JBR's knowledge and experience of local conditions is best supported by our past projects. We have worked on many projects – these are the ones we feel are most similar to this RFP:

### JBR Project 1: Peninsula Corridor Electrification Program – Bay Area Peninsula, CA (2017)

Client: Peninsula Corridor Joint Powers Board

Reference: Alicia Fraumeni, Senior Contract Officer; 650.508.6442; fraumenia@samtrans.com

Budget: \$175,000

Schedule: July 2017 – June 2018

Project Staffing: James Bryant, Solomon So, Emilia Flin

JBR provided ambassador services for the Peninsula Corridor Electrification Program (PCEP) and JPB Capital Program during construction services which require single tracking on the JPB's right-of-way (ROW) from San Jose to San Francisco, in accordance with JPB's.

The Ambassadors provided the public with information and other general assistance. The Ambassadors were trained and knowledgeable about Caltrain services including which platform customers should be on during single tracking conditions and special event details. The Ambassadors interacted with the public and reported maintenance issues. The Ambassadors were trained in customer service and public relations in a manner that promotes the image of Caltrain and the JPB. The Ambassador Program incorporates all "best practices" and were equipped with electronic device(s) to both communicate with appropriate personnel and document maintenance issues and all interactions with the public. The Ambassadors were outfitted with uniform elements provided by the JPB (safety vests with the Caltrain logo).

JBR successfully managed ambassador work schedules and completed all deliverables within budget and on schedule for this project.

### JBR Project 2: Muni Forward Outreach Efforts – San Francisco, CA (2015)

Client: San Francisco Municipal Transportation Agency (SFMTA)



Reference: Lolita Sweet, Public Information Officer; (415) 271-3169; Lolita.Sweet@sfmta.com

Budget: \$100,000

Schedule: February 2015, and February to April 2016

Project Staffing: James Bryant, Solomon So, Emilia Flin



JBR staffed and deployed 40 Community Ambassadors to provide outreach/translation services for multiple Muni Forward Initiatives. Our team distributed over 50,000 educational pamphlets and informed customers of upcoming service changes. The initiative messaging focused on improving service delivery, alleviating crowded buses, and extending lines to new connections. Our goal was to answer questions regarding new routes, destinations, schedules and to record customer feedback for the SFMTA Communications Team.

The challenge was to make the transition of the new bus routes as smooth as possible for riders. JBR's task was to explain the route changes to the general public with a focus on those who are significantly impacted by the changes - specifically seniors, people with disabilities, limited-English speakers, students, etc. The route changes for several major bus lines were significant and required customers to use a different bus to reach their destinations. JBR played a vital role in ensuring that Muni riders were adequately informed and understood how to navigate the new bus routes efficiently.

In order to meet the deadlines and schedule, the JBR team developed an outreach plan and training curriculum. The outreach plan focused on targeting communities that would be most affected by the route changes. Field Supervisors deployed Ambassadors to provide outreach on-board buses and also at key bus stops. The project team identified discontinued bus stops that needed to be monitored by Ambassadors between 7am-7pm. JBR Ambassadors also reported stops where additional signage needed to be posted. After each outreach day, the JBR Field Supervisor would provide a report summarizing ambassador observations and recommendations. During the last days of outreach, the focus was shifted to target key destinations and areas where customers were still confused.

After the transit changes were implemented, JBR did a follow-up effort and surveyed businesses and riders on Mission Street to provide SFMTA with valuable feedback. The language barrier was a key issue on Mission Street, so JBR deployed Spanish-speaking bilingual Ambassadors to support this door-to-door surveying effort. Additionally, Ambassadors on behalf of SFMTA conducted outreach to community-based organizations and schools in the impacted areas.

JBR Field Supervisors provided quality assurance throughout the duration of the project. Two Field Supervisors collaborated to cover all the targeted areas. Ambassadors checked in with their assigned Field Supervisor once at the beginning of their shift and at the end of the shift. After they complete their shift, Ambassadors were expected to complete a survey that identifies customer concerns, questions, and areas of improvement for the outreach team.

JBR collaborated with the SFMTA Project Manager to identify the staffing requirements for this project. JBR submitted a quote based on the staff hours, successfully managed ambassador work schedules, and completed all deliverables within budget and on schedule for this project.



JBR Project 3: Super Bowl City – San Francisco, CA (2016)

Client: San Francisco Municipal Transportation Agency (SFMTA)

Reference: Andrew Shum, Communications Officer; (415) 701-4370; Andrew.Shum@sfmta.com

Budget: \$100,000

Schedule: January 2016 – February 2016

Project Staffing: James Bryant, Solomon So, Emilia Flin

JBR recruited and deployed a team of 50 Community Ambassadors to provide outreach services at Super Bowl City over the span of 3 weeks. The event was held in San Francisco Financial District, which had major impacts on riders, commuters, businesses, and residents. JBR was well prepared to staff this highly publicized event and met all of SFMTA’s schedules and deadlines. Ambassador teams focused on weekday commuters (4pm-7:30pm) and also provided full day staffing when there were performances that attracted larger crowds, mainly on Saturday and Sunday (11am-10pm).

JBR’s Ambassadors were stationed at high ridership stops. Numerous Muni routes were detoured near Super Bowl City due to street closures. During commute hours, Ambassadors focused on helping riders navigate the transit reroutes and get to where they needed to go. During event peak hours, Ambassadors assisted with crowd control and directed visitors to entrances/exits and appropriate BART stations. Ambassadors also distributed SFMTA pamphlets, which helped riders navigate the system during the 3 weeks of impacted schedules.

Throughout the event, JBR Field Supervisors served as the main point of contact for SFMTA providing up-to-date information on transit schedules, crowd control, event schedules, and reported major emergencies. The JBR Ambassador Team faced many challenges during Super Bowl City. There were several protest marches on Market Street and Embarcadero that further disrupted traffic flow. Transit stations were over capacity at the beginning and end of performances. Transit service was often delayed and we received a lot of negative feedback. Despite these challenges, JBR Field Supervisors and Ambassadors worked closely with SFMTA to address customer concerns and to guide them home as safely and efficiently as possible.

JBR collaborated with the SFMTA Project Manager to identify the staffing requirements for this project. Although the staffing needs fluctuated from day to day, JBR worked closely with the SFMTA Project Manager to meet the work schedule needs and completed all work within the proposed budget.



*JBR Ambassadors at Super Bowl City.*



JBR Project 4: Free Muni Ride Program for Seniors – San Francisco, CA (2015)

Client: San Francisco Municipal Transportation Agency (SFMTA)

Reference: Diana Hammons, Revenue Collection & Sales; 415-701-4610; Diana.Hammons@sfmta.com

Budget: \$30,000

Schedule: February 2015 – April 2018

Project Staffing: James Bryant, Solomon So,

JBR provided bilingual Ambassadors to assist SFMTA Customer Service Staff with the launch of the Free Muni Ride Program for Seniors, which provides low and moderate income seniors residing in San Francisco free access to Muni services. Bilingual Ambassadors were deployed to assist seniors who only spoke Chinese and Spanish. Ambassadors assisted seniors with the application process by walking them through the paperwork and various program thresholds. JBR Ambassadors confirmed eligibility and collected the appropriate documentation necessary for program registration. Questions and concerns were addressed by JBR Ambassadors that staffed the Customer Service Center at 11 South Van Ness from 8am-5pm for the duration of the project. The JBR Field Supervisor worked with the SFMTA Project Manager to ensure that all budget and deadline requirements were met for this project. The SFMTA Customer Service staff and Project Managers were satisfied with JBR's performance and requested additional services to support the agency's recertification of the Lifeline Low-Income Passes.

JBR successfully managed ambassador work schedules and completed all deliverables within budget and on schedule for this project.





## STAFF QUALIFICATIONS

All key individuals listed will be performing the work and will not be substituted with other personnel or reassigned to another project without the Agencies’ approval. The organizational chart is on page 3 Project Approach.

Key Person	Project Title	Years of experience	Brief Description of Role
James Bryant	Project Director	30+	Oversees the entire project operations and responds to work directive requests from Agencies staff.
Solomon So	Field Supervisor	10	Recruit, Train, Deploy, Supervise Ambassadors. Reports back to Project Director and Agencies Staff.
Emilia Flin	Field Supervisor	10	Recruit, Train, Deploy, Supervise Ambassadors. Reports back to Project Director and Agencies Staff.

### James Bryant – Principal / Project Manager

Mr. James Bryant, Project Director will oversee the project and all activities related to staffing, supervising, and recruiting of Ambassadors. He will manage JBR staff members to ensure that JBR will meet the scheduling based on the needs of the project/event as specified by SFMTA. Mr. Bryant along with the JBR Field Supervisors will ensure that all ambassador services are completed in a professional manner, to the satisfaction of the SFMTA.

Mr. Bryant’s qualifications include over 35 years as an SFMTA Station Agent, San Francisco Police Department Transit Police Officer, and Community Ambassador. Because of his history with SFMTA, Mr. Bryant has extensive knowledge of the policies, rules, and procedures of a Station Agent and Community Ambassador. He is experienced in working with SFMTA’s customers including individuals who do not speak English as their primary language (Limited-English Proficiency). Throughout his career, James focused on assisting seniors and individuals with disabilities to navigate system, route, and fare information. Mr. Bryant also has extensive experience coordinating with 311 and addressing public calls, complaints, emergencies, and special requests.

As the CEO of JBR Partners, Mr. Bryant has managed multiple projects and programs recently for SFMTA including Super Bowl City, Muni Forward, and Pride Parade.

### Solomon So – Field Supervisor

Mr. Solomon So is mainly responsible for recruiting, deploying, and supervising Ambassadors to assist the general public at major public events, construction projects, street fairs, parades, crises and emergency-related events. During shifts, Mr. So will be on-site to provide appropriate communication material to Ambassadors and supervise the dissemination of flyers to customers at transit stops and stations. At the end of each event or project, Mr. So will document all feedback and submit a report to Agencies.

Mr. So holds a B.S degree in Urban Planning from Cal Poly State University, San Luis Obispo. He is fluent in Chinese (Cantonese) and has performed community outreach for various City Planning Departments including the City of Madera, City of Salinas, City of Santa Maria and City of San Luis Obispo. Mr. So has over 10 years of experience supervising Ambassador teams for various SFMTA



projects including Free Senior Ride Program, Bay to Breakers, Outside Lands Music Festival, MuniMobile, Muni Forward, Super Bowl City, and Pride Parade.

Mr. So supervises the multilingual staff of Ambassadors and makes sure that projects are supplied with appropriate language staff. He was in charge of staffing Ambassadors for SFMTA's Free Muni Ride and Lifeline Low Income Pass Programs, where the majority of clients had Limited English Proficiency.

Emilia Flin – Field Supervisor

Ms. Emilia Flin is responsible for deploying and supervising Ambassadors. Ms. Flin's primary focus is recruiting and staffing Ambassadors fluent in multiple languages for Limited English Proficiency customers. She also provides field supervision for door-to-door outreach, overseeing the dissemination of outreach collateral to project-affected neighborhoods.

Ms. Emilia Flin will provide additional field supervision support by ensuring all ambassador services are completed in a professional manner at all projects and events. She will provide additional communication materials to Ambassadors on site if necessary.

Ms. Emilia Flin graduated from the University of California, Davis and has 10 years of experience in recruiting and organizing outreach teams. Her project experience includes conducting business surveys for the 14-Mission Muni Forward Project, marketing the Munimobile App Launch, and supervising Ambassadors at Super Bowl City.

Resumes of key personnel are attached.





## JAMES BRYANT, CEO JBR PARTNERS, INC.

**PROJECT ROLE:** PROJECT DIRECTOR

**EXPERIENCE:** 30+ YEARS

**POSITIONS:** NAACP-S.F. BRANCH | CONSTRUCTION WORKFORCE ADVISORY COMMITTEE | A. PHILIP RANDOLPH INSTITUTE-WESTERN REGION DIRECTOR

James A. Bryant, CEO has over 30 years of experience in community outreach, public relations, group facilitation, contractor partnering, project management and documentation. Mr. Bryant's background involves extensive professional experience in various San Francisco agencies, unions, and non-profit organizations.

Throughout his career, Mr. Bryant's primary work has included stakeholder engagement, marketing campaigns, labor negotiations, community advocacy and organizing. While working at the San Francisco Municipal Transportation Authority (SFMTA), Mr. Bryant was elected in 1981 as a Union Steward and Chief Steward. From 1994 to 2006, he served as a business manager for Service Employees International Union (SEIU) where he led negotiations for major contracts including San Francisco Redevelopment Agency and City College of San Francisco. In 2007, Mr. Bryant was elected to serve as the SEIU Political Chair representing over 60,000 members in Northern California. In 2009, he was elected as an executive board member of the SEIU California State Council.

In 2005, Mr. Bryant also served as the Western Regional Director of the A. Philip Randolph Institute, a national community-based organization dedicated to racial equality, economic justice, and organizing low income minority communities throughout the United States. In 1999, Mr. Bryant spearheaded the Summer - Fall

Community Outreach Basketball Tournament, a collaboration between the A. Philip Randolph Institute, San Francisco Chapter (APRI) and the San Francisco Housing Authority (SFHA). The 10-year program utilized the basketball tournament as a communication and engagement tool to maximize the African-American community's involvement in the election process, voter participation and voter turnout in the San Francisco area. The programs focused on informing and empowering hard-to-reach populations including the following public housing areas: Alemany, Sunnydale, Potrero Hill, Hunter's View, Hunter's Point/Oakdale, Hunter's Point/Westbrook Apartments (Kiska), and Alice Griffith.

In 2009, Mr. Bryant started JBR Partners, Inc., a community affairs company specializing in public utility and construction projects. Under Mr. Bryant's leadership, JBR Partners has worked with major organizations such as California Public Utilities Commission, San Francisco Public Utilities Commission, California Department of Toxic Substances & Control, and the Bay Area Air Quality Management District. JBR's work includes over 6 years of assisting PG&E and its subcontractors (TRC Solutions and URS Corp.) with the development and implementation of a comprehensive strategic communications program.

James Bryant is available to provide his services to meet all project requirements.

## PROJECT EXPERIENCE

PG&E Hunter's Point Power Plant Demolition/  
Remediation Workers Appreciation Day - *Construction  
Outreach, Meeting Facilitation, Event Planning*

Envelope A+ D Hunters Point Now Listening Session -  
*Community Outreach*

SFHA Summer Unity Basketball Tournaments - *Event  
Planning, Meeting Facilitation, Community Outreach,  
Stakeholder Engagement*

PG&E Hunters Point Power Plant - Project Advisory  
Committee Quarterly Meetings - *Meeting Facilitation,  
Stakeholder Engagement*

PG&E Hunter's Point Power Plant Demolition/  
Remediation Truckers Open House - *Business Outreach,  
Meeting Facilitation*

Turkey Giveaway in partnership with PG&E and SFHA -  
*Event Planning, Community Outreach*

City and County of San Francisco Voter Registration  
Drives District 5, 10, 11 - *Community Outreach, Grass-  
roots Campaigns*

PG&E Hunter's Point Power Plant Demolition/ Remedia-  
tion Fall Open House - *Event Planning, Meeting Facilita-  
tion, Community Outreach, Stakeholder Engagement*

SFPUC Contractors Assistance Center Opening -  
*Business Outreach, Stakeholder Engagement*

SFPUC Southeast Community Facility Improvements -  
*Stakeholder Engagement, Community Outreach,  
Interviews, Surveying*

CA Dept. of Toxic Substances Control - Remedial Action  
Plan Survey - *Surveying, Stakeholder Engagement*

San Francisco Department of Public Works, CCSF Street  
and Sidewalk Evaluation Program - *Evaluations, Data  
Collection and Analysis*

## LOCAL RESOURCES

A. Philip Randolph Institute San Francisco -  
Community Based Organization

Brightline Defense Project - Community Based Org.

Laborers Local 261 - Labor Organization

SEIU Local 1021 - Labor Organization

Carpenters Local 22 - Labor Organization

City College of San Francisco - Education

San Francisco Travel - Association

IBEW Local 6 - Labor Organization

Alliance for Jobs and Sustainable Growth - Coalition

NAACP - The National Association for the Ad-  
vancement of Colored People - Civil Rights Org.

San Francisco African American Chamber of  
Commerce - Minority business organizations

The Guardsman City College of San Francisco Paper

San Francisco Bayview National Black Newspaper

The Sun Reporter



## SOLOMON SO, PROJECT MANAGER JBR PARTNERS, INC.

**PROJECT ROLE: FIELD SUPERVISOR**

**EDUCATION: BACHELORS OF SCIENCE, CITY & REGIONAL PLANNING**

**EXPERIENCE: 10 YEARS**

Solomon has over 10 years of experience in community development, strategic communications, and grassroots organizing. At JBR, Mr. So recruits and manages the JBR Community Ambassadors Team that provides outreach, information and customer education to the general public at special events including sporting events, street fairs, parades, and during crisis or emergencies.

Recently, Mr. So worked with SFMTA to deploy over 50 Ambassadors at key transit stops to market the Muni Forward Initiative.

Mr. So ensures that JBR Community Ambassadors are professionally trained and reflect the diverse communities and backgrounds of the Bay Area. JBR has the capability to provide bilingual Ambassadors to serve Limited English Proficiency customers including: Spanish, Cantonese, Mandarin, Tagalog, Korean, Russian, and Vietnamese requirements.

### PROJECT EXPERIENCE:

Field Supervisor for the BART Clipper Survey

Embarcadero Historic Streetcar "E Line" Launch

Project Manager for the San Francisco Public Works, CCSF Street and Sidewalk Evaluations Program

Field Supervisor for Community Ambassador Projects including Bay to Breakers, Chinese New Year Parade, SFMTA Service Changes, BART Clipper Surveys, etc.

Outreach Manager for the PG&E Hunter's Point Power Plant Demolition/Remediation Workers Appreciation Day.

Communications Manager for the Annual Turkey Give-away in partnership with PG&E and SFHA.

Field Supervisor for the San Francisco Voter Registration Drives targeting District 5, 10, 11.

Community Outreach for the PG&E Hunter's Point Power Plant Demolition/Remediation Truckers Open House.

Community Outreach for the SFPUC Contractors Assistance Center Opening.

Business Outreach for the SFPUC Southeast Community Facility Improvements.



## EMILIA FLIN, PROJECT SUPPORT JBR PARTNERS, INC.

**PROJECT ROLE: FIELD SUPERVISOR**

**EDUCATION: BACHELORS OF ARTS, ENGLISH**

**EXPERIENCE: 10 YEARS**

Emilia Flin has over 10 years of experience providing high quality support to various company projects. Ms. Flin graduated from University of California, Davis and has a background in technical writing, community out-reach, and data collection.

At JBR, Emilia is responsible for preparing source data for computer entry by compiling and sorting information. Emilia processes and reviews project data for deficiencies; and resolves discrepancies through company procedures. For the past 3 years, Emilia has collaborated with the SF Department of Public Works and San Francisco Controllers Office to develop a database for the Street and Sidewalks Evaluations Program.

### PROJECT EXPERIENCE:

Data Manger for the San Francisco Public Works, CCSF Street and Sidewalk Evaluations Program

Field Supervisor for Community Ambassador Projects including Bay to Breakers, Chinese New Year Parade, SFMTA Service Changes, BART Clipper Surveys, etc.

Database Manger for the Interim Use Hunters Point NOW Events.

Database Manager for the SFMTA Ambassador Projects—Outside Lands, Pride Parade, Bay to Breakers.

Data and Admin Specialist for the PG&E Hunter's Point Power Plant Demolition/Remediation Worker Day Communications Support for the Annual Turkey Give-away in partnership with PG&E and SFHA.

Database Support for the San Francisco Voter Registration Drives targeting District 5, 10, 11.

Database Support for the PG&E Hunter's Point Power Plant Demolition/Remediation Truckers Open House.

Community Outreach for the SFPUC Contractors Assistance Center Opening.

Community Outreach for the SFPUC Southeast Community Facility Improvements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Riskguard Insurance Solutions, Inc
INSURED: JBR Partners, Inc.
CONTACT NAME:
PHONE: (415) 447-4212
FAX: (415) 447-4181
E-MAIL: office@riskguardins.com
ADDRESS:
INSURER(S) AFFORDING COVERAGE:
INSURER A: The Hartford Insurance Co.
INSURER B: Hartford Accident and Indemnity Co.
INSURER C: Sentinel Insurance Co., Ltd
INSURER D: State Compensation Ins. Fund
INSURER E: Hiscox
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

**JBR Partners Inc**  
**Profit & Loss**  
January through December 2018

	Jan - Dec 18
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Partners P/R Income	
SFPUC	25,526.50
MTA	800,483.38
American Bridge	7,500.00
Bay Area Lightworks	7,500.00
Build Group	4,500.00
Caltrain	73,715.01
CH2M Hill	19,994.00
Civic Edge/Barbary Coast	23,400.00
DPW	66,522.90
ERM	119,682.67
Haley & Alrich	8,327.42
Katz & Associates	18,685.42
MJF	39,615.00
MSquared	3,000.00
Oryx	3,000.00
PG&E	84,255.00
SEIU 1199	150.00
Turner Construction	18,351.67
Urb-in	23,310.00
Webcor	7,500.00
<b>Total Partners P/R Income</b>	<b>1,355,018.97</b>
Type B Income	320.00
<b>Total Income</b>	<b>1,355,338.97</b>
<b>Cost of Goods Sold</b>	
Project Costs	
Project O/S Consultant- COGS	66,180.52
<b>Total Project Costs</b>	<b>66,180.52</b>
<b>Total COGS</b>	<b>66,180.52</b>
<b>Gross Profit</b>	<b>1,289,158.45</b>
<b>Expense</b>	
Interest & Finance Charges	1,829.21
1.263(a)-1(f) Assets	
Security Camera 10/22/18	1,074.84
<b>Total 1.263(a)-1(f) Assets</b>	<b>1,074.84</b>
Donations	5,000.00
Employee Benfts - Health(Ex-JB)	6,107.28
General & Administrative Exp.	
Accounting & Legal Fees	
Legal	80,529.30
Accounting & Legal Fees - Other	21,285.64
<b>Total Accounting &amp; Legal Fees</b>	<b>101,814.94</b>
Automobile Expenses	3,276.85
Insurance	
General Liability	12,908.85
Workers Comp	4,138.65
<b>Total Insurance</b>	<b>17,047.50</b>
Dues and Subscriptions	2,178.00
Office Expenses	
Office Supplies	7,692.41
Office Expenses - Other	141.13
<b>Total Office Expenses</b>	<b>7,833.54</b>

1:05 PM

03/29/21

Cash Basis

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2018

	Jan - Dec 18
Postage & Delivery	168.05
Repairs & Maintenance	67.80
Security	1,075.22
Utilities	
Telecommunications	12,083.60
Utilities - Other	1,808.86
<b>Total Utilities</b>	<b>13,892.46</b>
<b>Total General &amp; Administrative Exp.</b>	<b>147,354.36</b>
<b>Gift</b>	<b>108.90</b>
<b>Payroll</b>	
401k Contributions - Employer	14,386.44
Salaries - G&A	385,951.00
Salaries Officer - G&A	203,740.40
W-2 Outside Workers	234,713.49
Payroll - Other	4,879.37
<b>Total Payroll</b>	<b>843,670.70</b>
<b>Payroll Taxes</b>	
Payroll Taxes	75,743.08
<b>Total Payroll Taxes</b>	<b>75,743.08</b>
<b>Retirement Admin Fees</b>	<b>2,761.40</b>
<b>Marketing &amp; Sales Expenses</b>	
<b>Advertising &amp; Promotion</b>	
Sponsorship	0.00
Advertising & Promotion - Other	5,865.27
<b>Total Advertising &amp; Promotion</b>	<b>5,865.27</b>
<b>Meals</b>	
JBR Meals - M&S	21,614.99
<b>Total Meals</b>	<b>21,614.99</b>
<b>Rent</b>	
Evans Ave	30,000.00
Gough St	14,046.96
Rent - Other	3,000.00
<b>Total Rent</b>	<b>47,046.96</b>
<b>Supplies - M&amp;S</b>	<b>481.63</b>
<b>Travel</b>	
Airfare - M&S	2,139.79
Fuel - M&S	6,074.02
Ground Transportation - M&S	2,196.01
Lodging - M&S	3,807.55
Parking/Tolls - M&S	2,388.11
<b>Total Travel</b>	<b>16,605.48</b>
<b>Total Marketing &amp; Sales Expenses</b>	<b>91,614.33</b>
<b>Taxes -</b>	
State	800.00
Business Licenses and Fees	360.88
<b>Total Taxes -</b>	<b>1,160.88</b>
<b>Total Expense</b>	<b>1,176,424.98</b>
<b>Net Ordinary Income</b>	<b>112,733.47</b>

**JBR Partners Inc**  
**Profit & Loss**  
January through December 2018

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	<u>Jan - Dec 18</u>
Other Income/Expense	
Other Income	
Misc. Income	
Return of 1.263 PY Asset	1,679.16
Total Misc. Income	1,679.16
Interest Income	15.06
Total Other Income	1,694.22
Other Expense	
Depreciation Expense	50,656.25
Total Other Expense	50,656.25
Net Other Income	-48,962.03
Net Income	<u><u>63,771.44</u></u>



**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2018

	Dec 31, 18
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
B of A for PPP - 1094	151,008.05
Bank of America - 2367	128,185.57
<b>Total Checking/Savings</b>	279,193.62
<b>Other Current Assets</b>	
Loan Rec from JBR Construction	3,000.00
<b>Total Other Current Assets</b>	3,000.00
<b>Total Current Assets</b>	282,193.62
<b>Fixed Assets</b>	
<b>Brother Printer-2/3/14</b>	
AD	-338.56
OC	338.56
<b>Total Brother Printer-2/3/14</b>	0.00
<b>Canon Video Camera-5/29/13</b>	
AD	-2,705.54
OC	2,705.54
<b>Total Canon Video Camera-5/29/13</b>	0.00
<b>Chevrolet Silverado 12/29/15</b>	
AD	-44,600.00
OC	44,600.00
<b>Total Chevrolet Silverado 12/29/15</b>	0.00
<b>Epson Printer-11/25/13</b>	
AD	-418.96
OC	418.96
<b>Total Epson Printer-11/25/13</b>	0.00
<b>Express Passenger Van-12/28/16</b>	
AD	-31,583.88
OC	31,583.88
<b>Total Express Passenger Van-12/28/16</b>	0.00
<b>GMC Sierra-12/14/11</b>	
AD	-35,928.18
OC	35,928.18
<b>Total GMC Sierra-12/14/11</b>	0.00
<b>GMC Yukon Denali- 09/08/18</b>	
AD	-47,644.25
OC	47,644.25
<b>Total GMC Yukon Denali- 09/08/18</b>	0.00
<b>Honda Generator-10/26/16</b>	
AD	-4,999.00
OC	4,999.00
<b>Total Honda Generator-10/26/16</b>	0.00
<b>Lenovo Laptop-12/2/13</b>	
AD	-719.06
OC	719.06
<b>Total Lenovo Laptop-12/2/13</b>	0.00

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2018

		Dec 31, 18
Mirrors - 7/7/14		
AD		-3,424.00
OC		3,424.00
Total Mirrors - 7/7/14		0.00
Projector 12/1/15		
AD		-651.41
OC		651.41
Total Projector 12/1/15		0.00
Samsung Laptop-12/2/13		
AD		-989.97
OC		989.97
Total Samsung Laptop-12/2/13		0.00
Shredder-7/22/14		
AD		-591.01
OC		591.01
Total Shredder-7/22/14		0.00
Sierra 1500 Denali 12/28/16		
AD		-46,908.00
OC		51,427.28
Total Sierra 1500 Denali 12/28/16		4,519.28
Video Screen-11/7/14		
AD		-458.58
OC		458.58
Total Video Screen-11/7/14		0.00
<b>Total Fixed Assets</b>		<b>4,519.28</b>
<b>TOTAL ASSETS</b>		<b>286,712.90</b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
<b>Other Current Liabilities</b>		
Loan from Shareholder		-165.95
GM Financial		41,326.97
US Bank Loan		17,676.02
<b>Total Other Current Liabilities</b>		58,837.04
<b>Total Current Liabilities</b>		58,837.04
<b>Total Liabilities</b>		58,837.04
<b>Equity</b>		
Capital Stock		500.00
Retained Earnings		203,104.42
Shareholder Distributions		-20,000.00
Treasury Stock		-19,500.00
Net Income		63,771.44
<b>Total Equity</b>		227,875.86
<b>TOTAL LIABILITIES &amp; EQUITY</b>		<b>286,712.90</b>

1:05 PM

03/29/21

Cash Basis

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2019

	Jan - Dec 19
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Partners P/R Income</b>	
Becker	7,500.00
Pankow	94,143.00
Sevenson	69,600.00
SFPUC	63,421.76
MTA	914,429.41
Emerson	12,000.00
Central Subway	38,985.49
Esquivel Grading and Paving Inc	4,500.00
American Bridge	9,000.00
Bay Area Lightworks	4,500.00
Build Group	12,000.00
CH2M Hill	3,150.00
DPW	6,000.00
ERM	19,300.00
MJF	11,095.00
MSquared	4,500.00
PG&E	33,418.90
Urb-in	41,533.90
Webcor	23,125.00
<b>Total Partners P/R Income</b>	1,372,202.46
<b>Total Income</b>	1,372,202.46
<b>Cost of Goods Sold</b>	
<b>Project Costs</b>	
Project O/S Consultant- COGS	78,520.00
<b>Total Project Costs</b>	78,520.00
<b>Total COGS</b>	78,520.00
<b>Gross Profit</b>	1,293,682.46
<b>Expense</b>	
Interest & Finance Charges	3,232.65
1.263(a)-1(f) Assets	
Training Space 07/18/19	
Consumables	592.11
Display Mount	1,040.78
Main Rack	1,348.20
Apple ipad	432.89
Net Working	2,286.83
Video Camera Support	1,711.39
Video Camera	1,051.32
Audio Transreceiver	2,236.85
Audio Denon	2,305.27
Zoom Room Console	227.54
Apple Bluetooth Touch Pad	160.62
Apple Bluetooth Keyboard	160.62
<b>Total Training Space 07/18/19</b>	13,554.42
<b>Total 1.263(a)-1(f) Assets</b>	13,554.42
Donations	2,625.00
Employee Benfts - Health(Ex-JB)	0.00
General & Administrative Exp.	
Accounting & Legal Fees	
Accounting	16,647.36
Legal	24,479.31
<b>Total Accounting &amp; Legal Fees</b>	41,126.67

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2019

	Jan - Dec 19
<b>Automobile Expenses</b>	
Insurance	13,056.90
Automobile Expenses - Other	13,353.19
<b>Total Automobile Expenses</b>	26,410.09
<b>Bank Service Charges</b>	111.56
<b>Insurance</b>	
General Liability	2,479.50
Workers Comp	4,333.90
<b>Total Insurance</b>	6,813.40
<b>Dues and Subscriptions</b>	3,551.18
<b>Office Expenses</b>	
Office Supplies	7,700.81
Office Expenses - Other	312.65
<b>Total Office Expenses</b>	8,013.46
<b>Repairs &amp; Maintenance</b>	83.69
<b>Security</b>	980.10
<b>Utilities</b>	
Gas & Electric	2,147.53
Telecommunications	10,293.07
<b>Total Utilities</b>	12,440.60
<b>Total General &amp; Administrative Exp.</b>	99,530.75
<b>Payroll</b>	
Sick Hourly	154.00
Double Overtime	4,688.00
Overtime	3,099.00
Health	6,253.11
401k Contributions - Employer	17,884.29
Salaries - G&A	401,443.00
Salaries Officer - G&A	190,000.00
W-2 Outside Workers	201,359.40
<b>Total Payroll</b>	824,880.80
<b>Payroll Taxes</b>	
SS ER	46,493.58
FUTA	1,502.99
Payroll Taxes	22,723.50
<b>Total Payroll Taxes</b>	70,720.07
<b>Retirement Admin Fees</b>	3,354.42
<b>Marketing &amp; Sales Expenses</b>	
<b>Advertising &amp; Promotion</b>	
Sponsorship	7,331.32
Advertising & Promotion - Other	289.53
<b>Total Advertising &amp; Promotion</b>	7,620.85
<b>Meals</b>	
JBR Meals - M&S	20,769.28
<b>Total Meals</b>	20,769.28
<b>Rent</b>	
Parking	3,200.00
Evans Ave	30,000.00
Gough St	22,421.12
<b>Total Rent</b>	55,621.12

**JBR Partners Inc**  
**Profit & Loss**  
January through December 2019

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	<u>Jan - Dec 19</u>
Travel	
Airfare - M&S	254.25
Ground Transportation - M&S	2,897.64
Lodging - M&S	293.02
Parking/Tolls - M&S	1,422.25
Travel - G&A	822.89
	<hr/>
Total Travel	5,690.05
	<hr/>
Total Marketing & Sales Expenses	89,701.30
	<hr/>
Nondeductible	
Late fee	36.17
	<hr/>
Total Nondeductible	36.17
	<hr/>
Taxes -	
Use Tax	807.57
State	328.00
Business Licenses and Fees	15,058.05
	<hr/>
Total Taxes -	16,193.62
	<hr/>
Total Expense	1,123,829.20
	<hr/>
Net Ordinary Income	169,853.26
	<hr/>
Other Income/Expense	
Other Income	
Misc. Income	0.04
	<hr/>
Total Other Income	0.04
	<hr/>
Other Expense	
Depreciation Expense	16,673.45
Misc Expenses	0.00
	<hr/>
Total Other Expense	16,673.45
	<hr/>
Net Other Income	-16,673.41
	<hr/>
Net Income	<u>153,179.85</u>

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2019

	Dec 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
B of A for PPP - 1094	101,008.05
Bank of America - 2367	270,830.75
<b>Total Checking/Savings</b>	<b>371,838.80</b>
<b>Other Current Assets</b>	
Loan Rec from JBR Construction	3,250.00
<b>Total Other Current Assets</b>	<b>3,250.00</b>
<b>Total Current Assets</b>	<b>375,088.80</b>
<b>Fixed Assets</b>	
<b>Office Fridge</b>	
Original Cost	363.45
Dep.	-363.45
<b>Total Office Fridge</b>	<b>0.00</b>
<b>Conf Tm Table Chairs</b>	
Original Cost	1,300.00
Dep.	-1,300.00
<b>Total Conf Tm Table Chairs</b>	<b>0.00</b>
<b>Voicemail System</b>	
Original Cost	2,188.91
Dep.	-2,188.91
<b>Total Voicemail System</b>	<b>0.00</b>
<b>Training Space 07/18/19</b>	
Original Cost	7,610.19
Accum. Dep.	-7,610.19
<b>Total Training Space 07/18/19</b>	<b>0.00</b>
<b>Samsung82" DisplayX2 07/18/19</b>	
Original Cost	7,255.26
Accum. Dep.	-7,255.26
<b>Total Samsung82" DisplayX2 07/18/19</b>	<b>0.00</b>
<b>Brother Printer-2/3/14</b>	
AD	-338.56
OC	338.56
<b>Total Brother Printer-2/3/14</b>	<b>0.00</b>
<b>Canon Video Camera-5/29/13</b>	
AD	-2,705.54
OC	2,705.54
<b>Total Canon Video Camera-5/29/13</b>	<b>0.00</b>
<b>Chevrolet Silverado 12/29/15</b>	
AD	-44,600.00
OC	44,600.00
<b>Total Chevrolet Silverado 12/29/15</b>	<b>0.00</b>
<b>Epson Printer-11/25/13</b>	
AD	-418.96
OC	418.96
<b>Total Epson Printer-11/25/13</b>	<b>0.00</b>

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2019

	Dec 31, 19	
<b>Express Passenger Van-12/28/16</b>		
AD	-31,583.88	
OC	31,583.88	
<b>Total Express Passenger Van-12/28/16</b>		0.00
<b>Furniture &amp; Fixtures</b>		
Original Cost	710.11	
Accum. Dep.	-710.11	
<b>Total Furniture &amp; Fixtures</b>		0.00
<b>GMC Sierra-12/14/11</b>		
AD	-35,928.18	
OC	35,928.18	
<b>Total GMC Sierra-12/14/11</b>		0.00
<b>GMC Yukon Denali- 09/08/18</b>		
AD	-47,644.25	
OC	47,644.25	
<b>Total GMC Yukon Denali- 09/08/18</b>		0.00
<b>Honda Generator-10/26/16</b>		
AD	-4,999.00	
OC	4,999.00	
<b>Total Honda Generator-10/26/16</b>		0.00
<b>Lenovo Laptop-12/2/13</b>		
AD	-719.06	
OC	719.06	
<b>Total Lenovo Laptop-12/2/13</b>		0.00
<b>Mirrors - 7/7/14</b>		
AD	-3,424.00	
OC	3,424.00	
<b>Total Mirrors - 7/7/14</b>		0.00
<b>Projector 12/1/15</b>		
AD	-651.41	
OC	651.41	
<b>Total Projector 12/1/15</b>		0.00
<b>Samsung Laptop-12/2/13</b>		
AD	-989.97	
OC	989.97	
<b>Total Samsung Laptop-12/2/13</b>		0.00
<b>Shredder-7/22/14</b>		
AD	-591.01	
OC	591.01	
<b>Total Shredder-7/22/14</b>		0.00
<b>Sierra 1500 Denali 12/28/16</b>		
AD	-48,716.00	
OC	51,427.28	
<b>Total Sierra 1500 Denali 12/28/16</b>		2,711.28

**JBR Partners Inc**  
**Balance Sheet**  
As of December 31, 2019

	<u>Dec 31, 19</u>
Video Screen-11/7/14	
AD	-458.58
OC	458.58
<b>Total Video Screen-11/7/14</b>	<u>0.00</u>
<b>Total Fixed Assets</b>	<u>2,711.28</u>
<b>TOTAL ASSETS</b>	<b><u>377,800.08</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
GM Financial	35,145.60
US Bank Loan	11,598.77
<b>Total Other Current Liabilities</b>	<u>46,744.37</u>
<b>Total Current Liabilities</b>	<u>46,744.37</u>
<b>Total Liabilities</b>	46,744.37
<b>Equity</b>	
Capital Stock	500.00
Retained Earnings	196,875.86
Treasury Stock	-19,500.00
Net Income	153,179.85
<b>Total Equity</b>	<u>331,055.71</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>377,800.08</u></b>



**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2020

	Jan - Dec 20
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Partners P/R Income	
Trico Construction	5,000.00
CLW	4,500.00
MEBCq2	600.00
Hoi's Construction	4,500.00
Pankow	280,119.79
SFPUC	14,943.45
MTA	371,327.22
Emerson	4,500.00
Build Group	4,854.53
Urb-in	28,187.50
Webcor	56,640.00
Partners P/R Income - Other	4,500.00
<b>Total Partners P/R Income</b>	<b>779,672.49</b>
<b>Total Income</b>	<b>779,672.49</b>
<b>Cost of Goods Sold</b>	
Project Costs	
Project O/S Consultant- COGS	0.00
<b>Total Project Costs</b>	<b>0.00</b>
<b>Total COGS</b>	<b>0.00</b>
<b>Gross Profit</b>	<b>779,672.49</b>
<b>Expense</b>	
Project Expenses	
Project O/S Consultant	87,811.64
<b>Total Project Expenses</b>	<b>87,811.64</b>
Interest & Finance Charges	2,323.12
General & Administrative Exp.	
Accounting & Legal Fees	
Accounting	11,355.56
Legal	75.00
<b>Total Accounting &amp; Legal Fees</b>	<b>11,430.56</b>
Automobile Expenses	
Insurance	15,440.65
Automobile Expenses - Other	6,344.21
<b>Total Automobile Expenses</b>	<b>21,784.86</b>
Bank Service Charges	113.86
Insurance	
General Liability	1,389.00
Workers Comp	2,932.20
<b>Total Insurance</b>	<b>4,321.20</b>
Dues and Subscriptions	3,548.60
Training	3,800.00
Office Expenses	
Office Supplies	3,593.07
Office Expenses - Other	405.94
<b>Total Office Expenses</b>	<b>3,999.01</b>
Repairs & Maintenance	1,356.42
Security	1,013.25

**JBR Partners Inc**  
**Profit & Loss**  
 January through December 2020

	Jan - Dec 20
Utilities	
Gas & Electric	1,978.79
Telecommunications	11,221.62
Total Utilities	13,200.41
Total General & Administrative Exp.	64,568.17
Gift	25.00
Payroll	
Sick Hourly	110.00
Overtime	1,536.00
Health	5,659.31
401k Contributions - Employer	12,110.83
Salaries - G&A	233,900.00
Salaries Officer - G&A	162,000.00
W-2 Outside Workers	51,383.00
Total Payroll	466,699.14
Payroll Taxes	
CA ETT	99.84
Medicare ER	6,591.58
CA Unemployment	3,594.13
SS ER	26,677.87
FUTA	599.02
Total Payroll Taxes	37,562.44
Retirement Admin Fees	3,784.71
Marketing & Sales Expenses	
Advertising & Promotion	1,577.01
Meals	
JBR Meals - M&S	1,866.38
Total Meals	1,866.38
Rent	
Parking	3,000.00
Evans Ave	30,000.00
Gough St	28,058.28
Total Rent	61,058.28
Travel	
Ground Transportation - M&S	273.67
Parking/Tolls - M&S	247.82
Total Travel	521.49
Total Marketing & Sales Expenses	65,023.16
Taxes -	
Use Tax	88.00
State	3,539.00
Business Licenses and Fees	10,496.32
Total Taxes -	14,123.32
Total Expense	741,920.70
Net Ordinary Income	37,751.79
Other Income/Expense	
Other Income	
Debt Relief	4,861.84
EIDL Advance Grant	5,000.00
Total Other Income	9,861.84

**JBR Partners Inc**  
**Profit & Loss**  
January through December 2020

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	<u>Jan - Dec 20</u>
Other Expense	
Non Deductable Expenses	
Gift >\$25	178.24
Total Non Deductable Expenses	178.24
Misc Expenses	0.00
Total Other Expense	178.24
Net Other Income	9,683.60
Net Income	<u><u>47,435.39</u></u>

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2020

		Dec 31, 20
<b>ASSETS</b>		
<b>Current Assets</b>		
Checking/Savings		
Bank of America - 2367		758,043.65
<b>Total Checking/Savings</b>		758,043.65
<b>Other Current Assets</b>		
Loan Rec from JBR Construction		3,250.00
<b>Total Other Current Assets</b>		3,250.00
<b>Total Current Assets</b>		761,293.65
<b>Fixed Assets</b>		
<b>Office Fridge</b>		
Original Cost	363.45	
Dep.	-363.45	
<b>Total Office Fridge</b>		0.00
<b>Conf Tm Table Chairs</b>		
Original Cost	1,300.00	
Dep.	-1,300.00	
<b>Total Conf Tm Table Chairs</b>		0.00
<b>Voicemail System</b>		
Original Cost	2,188.91	
Dep.	-2,188.91	
<b>Total Voicemail System</b>		0.00
<b>Training Space 07/18/19</b>		
Original Cost	7,610.19	
Accum. Dep.	-7,610.19	
<b>Total Training Space 07/18/19</b>		0.00
<b>Samsung82" DisplayX2 07/18/19</b>		
Original Cost	7,255.26	
Accum. Dep.	-7,255.26	
<b>Total Samsung82" DisplayX2 07/18/19</b>		0.00
<b>Brother Printer-2/3/14</b>		
AD	-338.56	
OC	338.56	
<b>Total Brother Printer-2/3/14</b>		0.00
<b>Canon Video Camera-5/29/13</b>		
AD	-2,705.54	
OC	2,705.54	
<b>Total Canon Video Camera-5/29/13</b>		0.00
<b>Chevrolet Silverado 12/29/15</b>		
AD	-44,600.00	
OC	44,600.00	
<b>Total Chevrolet Silverado 12/29/15</b>		0.00
<b>Epson Printer-11/25/13</b>		
AD	-418.96	
OC	418.96	
<b>Total Epson Printer-11/25/13</b>		0.00

**JBR Partners Inc**  
**Balance Sheet**  
 As of December 31, 2020

	Dec 31, 20	
<b>Express Passenger Van-12/28/16</b>		
AD	-31,583.88	
OC	31,583.88	
<b>Total Express Passenger Van-12/28/16</b>		0.00
<b>Furniture &amp; Fixtures</b>		
Original Cost	710.11	
Accum. Dep.	-710.11	
<b>Total Furniture &amp; Fixtures</b>		0.00
<b>GMC Sierra-12/14/11</b>		
AD	-35,928.18	
OC	35,928.18	
<b>Total GMC Sierra-12/14/11</b>		0.00
<b>GMC Yukon Denali- 09/08/18</b>		
AD	-47,644.25	
OC	47,644.25	
<b>Total GMC Yukon Denali- 09/08/18</b>		0.00
<b>Honda Generator-10/26/16</b>		
AD	-4,999.00	
OC	4,999.00	
<b>Total Honda Generator-10/26/16</b>		0.00
<b>Lenovo Laptop-12/2/13</b>		
AD	-719.06	
OC	719.06	
<b>Total Lenovo Laptop-12/2/13</b>		0.00
<b>Mirrors - 7/7/14</b>		
AD	-3,424.00	
OC	3,424.00	
<b>Total Mirrors - 7/7/14</b>		0.00
<b>Projector 12/1/15</b>		
AD	-651.41	
OC	651.41	
<b>Total Projector 12/1/15</b>		0.00
<b>Samsung Laptop-12/2/13</b>		
AD	-989.97	
OC	989.97	
<b>Total Samsung Laptop-12/2/13</b>		0.00
<b>Shredder-7/22/14</b>		
AD	-591.01	
OC	591.01	
<b>Total Shredder-7/22/14</b>		0.00
<b>Sierra 1500 Denali 12/28/16</b>		
AD	-48,716.00	
OC	51,427.28	
<b>Total Sierra 1500 Denali 12/28/16</b>		2,711.28

**JBR Partners Inc**  
**Balance Sheet**  
As of December 31, 2020

	<u>Dec 31, 20</u>
Video Screen-11/7/14	
AD	-458.58
OC	458.58
<b>Total Video Screen-11/7/14</b>	<u>0.00</u>
<b>Total Fixed Assets</b>	<u>2,711.28</u>
<b>TOTAL ASSETS</b>	<b><u>764,004.93</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
Bank of America	357.08
<b>Total Credit Cards</b>	<u>357.08</u>
<b>Other Current Liabilities</b>	
EIDL Loan	149,900.00
City of San Francisco Help Loan	50,000.00
PPP Loan on 05/04/20	153,585.00
GM Financial	23,413.00
<b>Payroll Liabilities</b>	
FUTA	81.30
Payroll Liabilities - Other	1,715.00
<b>Total Payroll Liabilities</b>	<u>1,796.30</u>
<b>US Bank Loan</b>	<u>6,462.42</u>
<b>Total Other Current Liabilities</b>	<u>385,156.75</u>
<b>Total Current Liabilities</b>	<u>385,513.83</u>
<b>Total Liabilities</b>	385,513.83
<b>Equity</b>	
Capital Stock	500.00
Retained Earnings	350,055.71
Treasury Stock	-19,500.00
Net Income	47,435.39
<b>Total Equity</b>	<u>378,491.10</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>764,004.93</u></b>

**EXHIBIT 1: PROPOSAL COVER FORM**

**PROPOSAL COVER FORM  
FOR  
AMBASSADOR SERVICES  
RFP # 21-S-J-P-018**

San Mateo County Transit District & Peninsula Corridor Joint Powers Board  
San Carlos, CA

**A. GENERAL INFORMATION**

DATE SUBMITTED: 4/7/21

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:  
JBR Partners, Inc.

**DISCIPLINE(S) FOR WHICH YOU ARE PROPOSING IN THIS SUBMITTAL**

On-Call Ambassador Services

**B. PROPOSAL CONTACT PERSON INFORMATION**

NAME AND TITLE: James Bryant, CEO

STREET ADDRESS: 1333 Evans Ave., San Francisco, CA 94124  
\_\_\_\_\_  
\_\_\_\_\_

MAILING ADDRESS, IF DIFFERENT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL ADDRESS: SS@JBRPARTNERS.COM  
\_\_\_\_\_

OFFICE PHONE NUMBER: 415-970-9051

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CELL PHONE NUMBER: 415-747-2023

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DUNS NUMBER (If none, indicate N/A): n/a


**C. CONDITIONS:**

1. The Request for Proposals, required Forms, and Addenda, if any, are made a part of this Proposal.
2. The undersigned acknowledges receipt of the following Addenda (e.g., 1, 2, 3, 4, etc.) if any:

- 
3. The undersigned understands and agrees to be bound to the proposed Scope of Services and Cost Proposal for 180 days from the date of Proposal submittal.
  4. The undersigned is prepared to sign the Sample Agreement for Services without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal. Exceptions, or modifications, if any, should be clearly identified and submitted on Exhibit 3.

**SIGNED:**

The undersigned certify that I/we submit this Proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents. \*



\_\_\_\_\_  
Signature

James Bryant

\_\_\_\_\_  
Printed Name

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



\*Note:

If a sole owner, it shall be signed by the owner of the company.

If a corporation, it shall be signed by a Corporate Officer who has full and proper authorization to bind the Corporation to the proposal.

If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the proposal.

If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided.

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Andrew Shum</u>	<u>( ) 415-701-4370</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Communications Officer</u>	<u>Andrew.Shum@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ \$100,000 / Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Diana Hammons</u>	<u>( ) 415-701-4610</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Revenue Collection - Senior Manager</u>	<u>Diana.Hammons@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going. We also run the SFMTA Community Service Program for her department.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
Company	Project Description
1 S. Van Ness Ave. Flr 3	\$ \$100,000 / Contract: \$1,300,000
Address	Project / Contract Value
San Francisco, CA 94103	Jan 2015 - on-going until budget runs out
City, State, Zip	Award Date / End Date
Lolita Sweet	(        ) 415-271-3169
Contact Name	Telephone
Public Information Officer	Lolita.Sweet@sfmta.com
Contact Title	Email

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

Solomon So	415-970-9051
Name	Telephone Number
Field Supervisor	SS@JBRPARTNERS.COM
Title	Email Address

**Note: Please complete this form for each reference provided**

**EXHIBIT 3: EXCEPTION FORM**

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP, including the Sample Agreement for Services, unless the Proposer includes with its proposal, in writing, any exceptions or modifications requested by the Proposer.

COMPANY NAME: JBR Partners, Inc.

EXCEPTIONS:  NO;  YES. If YES, list below all exceptions to the solicitation documents and requirements, including exceptions to the sample contract for Services and Insurance Requirements. Number each exception and attach additional copied pages of this form as necessary.

#	Document	Section	Exception/Issue	Response
1				
2				
3				
4				
5				

**EXHIBIT 4: CALIFORNIA LEVINE ACT**

California Government Code Section 84308 (commonly referred to as the “Levine Act”) prohibits any Agencies Board Member from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract within the previous twelve months, and for three months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the Agencies Board who has received such a contribution to disclose the contribution on the record of the proceeding.

Proposers also are required to disclose such contributions, if any; and are responsible for accessing the links below to review the names of Board members prior to answering the below questions:

JPB Board Members: <http://www.caltrain.com/about/bod.html>

District Board Members: <http://www.samtrans.com/about/boardofdirectors.html>

SMCTA Board Members: <http://www.smcta.com/bodMembers.asp>

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any Agencies Board Member in the 12 months preceding the date of the submission of your proposal(s) or the anticipated date of any Board action related to this contract?

YES       NO. If yes, please identify any Agencies and Board Members:

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Do you or your company, or any Agencies on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any Agencies Board Member in the three months following any Board action related to this contract?

YES       NO. If yes, please identify any Agencies and Board Members:

Answering yes to either of the two questions above does not preclude any Agencies from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this solicitation and resulting contract(s).

**EXHIBIT 5: DESIGNATION OF SUBCONSULTANTS**

Proposer's Name: JBR Partners, Inc. Is your firm a Small Business Enterprise: Yes        No           
 Address: 1333 Evans Ave., San Francisco, CA 94124 Firm's Annual Gross Receipts: \$779,672.49 Age of Firm: 12 years   
 Phone: (415 ) 970-9051

**Instructions:** Proposer MUST provide information below for ALL subconsultants ("sub-bidders") that provided proposer a proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both SBEs and non-SBEs alike. Include all bid acceptance(s) AND rejection(s). Please state "None" if there are no sub-bids.

Subconsultant Firm Name/Address/Phone/Contact Person	SBE (Yes/No)	Please indicate system name, description of Work, Services, or Supplies.	Dollar Amount or Percentage of Work, Services, or Supplies	Bid/Quote Accepted? (Yes/No)
1 NONE				
2				
3				

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

**By submitting a proposal, the Consultant certifies that it will enter into a formal agreement with the subconsultant(s) whose bid/quote was accepted conditioned upon execution of a contract with the Agencies. The Consultant certifies that any SBE listed whose quote was accepted will be performing a commercially useful function on the contract.**

**EXHIBIT 6: SMALL BUSINESS ENTERPRISE PREFERENCE FORM**

**Small Business Preference Form Instructions**

A point preference will be granted to Proposers that are either (1) a qualified small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force; or (2) commits to subcontract with one or more qualified small businesses. The actual preference is calculated on a relative basis with the Proposer that has the highest SBE utilization rate receiving the full 5 points. For example, a maximum SBE preference of 5 points would be added to an RFP being evaluated out of 100 points. The Proposer with the highest SBE utilization will receive the full point preference; points for other Proposers will be calculated using their SBE utilization relative to the highest proposed SBE utilization. Points received through the SBE preference will be added to each Proposer’s total evaluation score and aggregated with proposal evaluation scoring to determine the highest-ranked Proposer.

To claim the SBE preference, a Proposer must complete the SBE Preference Form on Page 3 of this document.

Please refer to **Figure 1** for a sample application of the SBE preference program.

**Figure 1. Sample Point Preference Adjustment**

	Cost Proposal	SBE Utilization \$	SBE Utilization %	SBE Preference Allocation	SBE Preference Points <sup>(1)</sup>
	(a)	(b)	(c) = (b)/(a)	(d) = (c)/(Highest SBE Utilization%)	(e) = (d) * (Preference Pt. to be assigned)
Proposer A	\$ 998,000.00	\$ -	0.0%	-	-
Proposer B	1,048,000.00	500,000.00	47.7%	0.48	2.4
Proposer C	1,096,000.00	300,000.00	27.4%	0.27	1.4
Proposer D (SBE)	1,036,000.00	1,036,000.00	100.0%	1.00	5.0

Maximum Preference = 5 points

<sup>(1)</sup> SBE preference points to be aggregated with Proposal evaluation scoring to determine Highest Ranked Proposer. The SBE preference of 5 points shall be in addition to the 100 points typically allocated in an RFP.

To participate as an eligible small business in the Agency’s SBE program, your firm must meet both of the following requirements:

- (a) Your firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.



- (b) Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$23.98 million.

SBA size standards vary by industry, and certain industries, such as general construction contracting, exceed the cap of \$23.98 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$23.98 million, for example, is ineligible to participate as a small business on AGENCY contracts.

Please verify your firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>

The Agency recognizes small business enterprise certifications performed by the following agencies:

1. Disadvantaged Business Enterprise (DBE) pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program or any other state Unified Certification Program.
2. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$23.98 million.
3. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
4. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
5. Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority.

A firm not certified by any of the agencies listed above may apply to the Agency for small business recognition. Support documents must be submitted no later than five (5) business days prior to the proposal due date in order to be considered for SBE preference. For additional information or assistance, please call (650) 508-7940.

**SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE FORM**

A Proposer is entitled to a five-point (5) preference for proposal evaluation purposes if it is either (1) a qualified a small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force; or (2) commits to subcontract with one or more qualified small businesses for this solicitation. **In order to obtain the preference, a proposer must complete and submit this form with its proposal.** Questions regarding the preference program should be directed to (650) 508-7939 or [hubbardk@samtrans.com](mailto:hubbardk@samtrans.com).

Please check the appropriate boxes:

<input checked="" type="checkbox"/>	We are a qualified small business applying for the preference <b>(include certification #'s)</b> : X DBE by California Unified Certification Program (CUCP) or any other state Unified Certification Program # <u>41695</u> <input type="checkbox"/> SBA 8(a) by the Small Business Administration # _____ <input type="checkbox"/> Small Business (SB) certification by California Department of General Services (DGS) # _____ <input type="checkbox"/> Microbusiness (MB) certification by the California department of General Services (DGS) # _____ <input type="checkbox"/> SBE certification by Santa Clara Valley Transportation Authority (VTA) # _____
<input type="checkbox"/>	We are applying for the preference and recently submitted a Small Business Enterprise (SBE) Verification form to the DBE Officer.
<input type="checkbox"/>	We are not claiming the Small Business Enterprise Preference
<input type="checkbox"/>	We are a non-small business applying for the preference. We have negotiated with and commit to using the below-listed sub-contractors/suppliers if we are awarded a contract by the Agency

Please complete the following if you are claiming the SBE Preference (attach additional sheets as necessary):

Name of SBE Subcontractor (sub-contractor/supplier/manufacturer/trucker, etc.)	Describe products or services to be provided*	Amount of subcontract or percentage of total contract value**
N/A - JBR is a DBE completing 100% of the contract work .		
<b>Total Small Business Commitment</b>		\$ _____ % _____

Identify all SBE firms being claimed for credit, regardless of tier. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the other documentation submitted with your bid. Written confirmation of each listed SBE is required.

\*All small businesses are required to perform a "commercially useful function" in any contract they perform for the Agency. A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligations by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business, services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

\*\* To receive credit, the bidder must provide an actual or estimated value of each SBE subcontract. Value can be expressed as a subcontract dollar amount or a percentage of the total contract value where the SBE subcontractor will be or is estimated to be utilized. **Entries that do not provide a dollar-value or percentage such as "To Be Assigned," "unknown," or "TBD" will not be counted toward SBE participation for purposes of evaluating the SBE preference.**

**I declare under penalty of perjury that the information provided in this form is accurate and true.**

JBR Partners, Inc.  
\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature / Date  
Print Name/Title: James Bryant, CEO

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

San Francisco County Transportation Authority

Public Outreach, As-needed Ambassadors

Company

Project Description

1455 Market St #22,

\$ 10,000

Address

Project / Contract Value

San Francisco, CA 94103

August 2016 - December 2016

City, State, Zip

Award Date / End Date

Tilly Chang

( ) 415-306-4506

Contact Name

Telephone

Executive Director

tilly.chang@sfcta.org

Contact Title

Email

**Scope and Status of Contract:** BART Perks Program Launch: Door-to-door outreach to Merchants;

Handing out flyers and giveaway goods at bus stops and BART Stations to promote BART Perks Program.

**Other:** \_\_\_\_\_

James Bryant

415-970-9051

Name

Telephone Number

Project Director

SS@JBRPARTNERS.COM

Title

Email Address

**Note: Please complete this form for each reference provided**

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

<p>San Francisco Public Utilities Commission  <u>Company</u></p> <p>525 Golden Gate Ave.,  <u>Address</u></p> <p>San Francisco, CA 94102  <u>City, State, Zip</u></p> <p>Iris Martin-Lopez  <u>Contact Name</u></p> <p>Contractor Engagement and Outreach Manager  <u>Contact Title</u></p>	<p>Public Outreach, Business Outreach, Marketing,              Stakeholder Engagement, Event Planning, Admin Support  <u>Project Description</u></p> <p>\$ 129,000  <u>Project / Contract Value</u></p> <p>Jan 2021 - Dec 2023 (also had previous contract 2015 - 2021)  <u>Award Date / End Date</u></p> <p>( ) 415-554-3222  <u>Telephone</u></p> <p>ilopez@sfwater.org  <u>Email</u></p>
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**Scope and Status of Contract:** As-needed contractor engagement support services to increase participation of small businesses for SFPUC Programs and Projects. Includes business outreach, engagement, and admin support at small business outreach events. Contract is active.

**Other:** Reports to SFPUC's Contractor Engagement and Outreach Manager

<p>Emilia Flin  <u>Name</u></p> <p>Project Manager  <u>Title</u></p>	<p>415-970-9051  <u>Telephone Number</u></p> <p>EFLIN@JBRPARTNERS.COM  <u>Email Address</u></p>
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**Note: Please complete this form for each reference provided**

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Andrew Shum</u>	<u>( ) 415-701-4370</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Communications Officer</u>	<u>Andrew.Shum@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

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San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ \$100,000 / Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Diana Hammons</u>	<u>( ) 415-701-4610</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Revenue Collection - Senior Manager</u>	<u>Diana.Hammons@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going. We also run the SFMTA Community Service Program for her department.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**EXHIBIT 2: REFERENCE FORM**

Proposers shall list the company name and contact information as well as the status of contract(s) where the firm has either provided services as a prime consultant or as a subconsultant during the past five (5) years. A separate form must be provided for each contract the Proposer held/holds with the same company. A **minimum of three (3) and a maximum of five (5) different references must be provided** for whom similar products and/or services were provided. DO NOT USE THE SAN MATEO COUNTY TRANSIT DISTRICT, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, OR THE PENINSULA CORRIDOR JOINT POWERS BOARD AS REFERENCES.

If contract was terminated, Proposer shall list the reason for termination. Proposer also must identify and state the status of any litigation, claims or settlement agreements related to any of the identified contracts.

San Francisco Municipal Transportation Agency (SFMTA)	On-call Ambassador Services
<u>Company</u>	<u>Project Description</u>
<u>1 S. Van Ness Ave. Flr 3</u>	<u>\$ \$100,000 / Contract: \$1,300,000</u>
<u>Address</u>	<u>Project / Contract Value</u>
<u>San Francisco, CA 94103</u>	<u>Jan 2015 - on-going until budget runs out</u>
<u>City, State, Zip</u>	<u>Award Date / End Date</u>
<u>Lolita Sweet</u>	<u>( ) 415-271-3169</u>
<u>Contact Name</u>	<u>Telephone</u>
<u>Public Information Officer</u>	<u>Lolita.Sweet@sfmta.com</u>
<u>Contact Title</u>	<u>Email</u>

**Scope and Status of Contract:** Provide on-call ambassadors for Agency. Contract started in 2015 and is on-going.

**Other:** \_\_\_\_\_

<u>Solomon So</u>	<u>415-970-9051</u>
<u>Name</u>	<u>Telephone Number</u>
<u>Field Supervisor</u>	<u>SS@JBRPARTNERS.COM</u>
<u>Title</u>	<u>Email Address</u>

**Note: Please complete this form for each reference provided**

**JBR Partners Inc. - Peninsula Corridor Joint Powers Board Final Negotiated Cost for RFP 21-J-P-018 On-Call Ambassador Services**

**Year 1**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	350	\$ 121.25	\$ 42,437.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	700	\$ 52.10	\$ 36,470.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 1 Final Negotiated Total</b>			<b>\$ 111,142.50</b>

**Year 2**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	350	\$ 121.25	\$ 42,437.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	700	\$ 52.10	\$ 36,470.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 2 Final Negotiated Total</b>			<b>\$ 111,142.50</b>

**Year 3**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	350	\$ 121.25	\$ 42,437.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	700	\$ 52.10	\$ 36,470.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 3 Negotiated Total</b>			<b>\$ 111,142.50</b>

**Year 4**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	250	\$ 121.25	\$ 30,312.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	950	\$ 52.10	\$ 49,495.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 4 Negotiated Total</b>			<b>\$ 112,042.50</b>

**Year 5**

Discipline/Additional Costs	Estimated Number of Hours	Final Negotiated Fully Burdened Hourly Rate/ Additional Costs	Final Negotiated Extended Total
Principal	250	\$ 121.25	\$ 30,312.50
Field Supervisor	500	\$ 64.47	\$ 32,235.00
Ambassadors	950	\$ 52.10	\$ 49,495.00
Mileage, Transit, Bridge		\$ -	\$ -
Supplies		\$ -	\$ -
<b>Year 5 Negotiated Total</b>			<b>\$ 112,042.50</b>

**Final Negotiated Total for the Peninsula Corridor Joint Powers Board \$ 557,513**