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EXECUTIVE DIRECTOR

March 16, 2017

C. Scott Perry, President
TransitAmerica Services, Inc.
600 S. Riverside Road
St. Joseph, MO 64507

**Subject: Side Letter to Amendment No. 4 to Rail Operations Agreement
between TASI and JPB**

Dear Scott:

The Peninsula Corridor Joint Powers Board ("JPB") is pleased to have reached agreement with TransitAmerica Services, Inc. ("TASI") on the amendment by which the JPB has exercised the five one year option terms to extend the Agreement for the Provision of Rail Operations, Maintenance, and Support Services for Caltrain. The next five years will present new opportunities to change, expand and enhance the Peninsula Commute Services provided under the Agreement. In conjunction with the JPB and TASI executing the Amendment to extend the Agreement, this letter describes these opportunities and expresses the commitment of the parties to address them during the 5-year extension period under the Agreement.

1. TASI will provide construction support services for the Peninsula Corridor Electrification Project under terms that provide for the hiring of adequate support staff for the duration of this project in a manner that minimizes 13c exposure.
2. TASI will take on the responsibility of office traction power system supervision also known as power direction, which positions will be located in the Caltrain control center.
3. JPB will work with TASI over the coming year to determine TASI's competence and capability to safely and efficiently perform the maintenance of the traction power system with the intention of offering TASI this work if satisfactory demonstration is made in this regard.
4. TASI will assume the maintenance of elements of the PTC system as agreed to by JPB and TASI. It is anticipated this work will include basic inspection, maintenance and troubleshooting, among other things.
5. It is anticipated that opportunities for maintenance of way work as well as construction support services will arise in the next 5 years related to the California High Speed Rail Authority Blended System Project.

In addition to the items listed above, the JPB will explore opportunities for Herzog Technologies (a) to assist the JPB with its Lick to Gilroy Positive Train Control ("PTC") project and (2) to provide secondary support services related to back office, configuration management or

C. Scott Perry
March 16, 2017
Page 2

specialized PTC services. In any of these cases, the opportunities will be subject to appropriate procurement/selection processes and contract methodologies.

The JPB looks forward to the contractual partnership with TASI during the extension period of this Agreement.

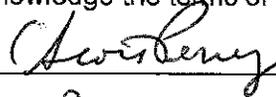
Sincerely,



Michelle Bouchard
Chief Operating Officer, Rail

cc: Jim Hartnett
Al Landes
Jeff Davison
Joan Cassman

I acknowledge the terms of this letter:



Title: President

Date: 3-17-17



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EXECUTIVE DIRECTOR

Amendment No. 4

To

Contract No. 10-PCJPB-S-025

Rail Operations, Maintenance, and Support Services

Contractor: TransitAmerica Services, Inc.

THIS FOURTH AMENDMENT modifies the Agreement for provision of Rail Operations, Maintenance, and Support Services ("Agreement"), which was effective October 1, 2011, by and between the Peninsula Corridor Joint Powers Board ("JPB") and TransitAmerica, Inc. ("CONTRACTOR"), a Missouri Corporation located at P.O. Box 555, 600 South Riverside Road, St Joseph, MO 64502, (the "Parties").

WHEREAS, the Parties entered into the Agreement whereby the CONTRACTOR will provide Caltrain rail operations, maintenance and support services; and

WHEREAS, on February 24, 2012, the Agreement was amended to revise the Mobilization, Transition and Start-Up schedule, revise the Service Date, and modify the compensation and payment schedule (Amendment No. 1); and

WHEREAS, on October 1, 2012, the Agreement was amended further to revise the manner of payment provision, revise the method of calculating the CONTRACTOR's Direct Costs with regard to Employee Benefit and Injury Costs and increase the scope of services the CONTRACTOR will provide under the Basic Service Plan (Amendment No. 2); and

WHEREAS, on January 28, 2013, the Agreement was amended to memorialize the FY13 Budget overrun mitigation plan and change the Notice provision to update the CONTRACTOR's contact information; and

WHEREAS, the parties now desire to further amend the Agreement to exercise the Agreement's five one-year option terms, clarify the CONTRACTOR's fixed capital overhead rate, modify the CONTRACTOR's G&A rate, modify the Agreement's performance fee metrics, and modify the CONTRACTOR's scope of services in order to realize cost efficiencies.

NOW THEREFORE, THE PARTIES AGREE to amend the Agreement as follows:

1. Section 3 of the Agreement, Term of the Agreement, is amended by deleting the third paragraph and replacing it with the following paragraph:

Commencing July 1, 2017, the Agreement will be extended for an additional five years, through June 30, 2022, in accordance with the JPB's exercise of all five one-year option terms. The JPB will consider the extension of the Agreement beyond the ten year term, for an additional term of up to five years subject to (a) the negotiation of satisfactory commercial terms and (b) obtaining the approval of the FTA. If the JPB determines to exercise said additional term, the JPB will give the CONTRACTOR at least 180 days' written notice of its determination.

2. Section 7 of the Agreement, Compensation, is amended by adding the following paragraph to subsection C.3.a., Additional Services, Direct Costs:

JPB and TASI agree to a fixed capital overhead rate to be reviewed/adjusted quarterly through mutual agreement. The initial rate will be based on the past 12 months of actuals. Justification/documentation for rate changes will be based on the same methodology currently used to determine the capital overhead rate. If there is rate adjustment, it may not deviate more than 10% from the current rate. Reconciliation of any over or under billing due to the fixed overhead rate will occur at the conclusion of the fiscal year (June 30th).

3. Section 7 of the Agreement, Compensation, is amended by adding the following subsection E, "G&A Rate Applicable During Agreement Five-Year Option Term":

E. G&A Rate Applicable During Agreement Five-Year Option Term

During the five-year option term, commencing July 1, 2017, CONTRACTOR's General and Administrative Overhead Costs (G&A rate), for all services provided pursuant to this Agreement, shall be as follows:

Option Year One – Fiscal Year 2018:	6.0%
Option Year Two – Fiscal Year 2019:	6.5%
Option Year Three – Fiscal Year 2020:	7.0%
Option Year Four – Fiscal Year 2021:	7.5%
Option Year Five – Fiscal Year 2022:	8.0%

4. Exhibit A, Part 2, Section 2.1.C. of the Agreement, Future Improvements, is amended by adding the following paragraph as the second paragraph of the section:

With regard to fleet maintenance and said future improvements, Contractor will retain maintenance of the diesel fleet and will assume maintenance of the Electrical Multiple Units once delivered, assuming that Contractor works with JPB staff to satisfactorily develop the Electrical Multiple Unit maintenance plan and appropriate staff is hired and trained to complete the work successfully.

5. Exhibit A, Part 2, Section 2.2.A. of the Agreement, Overview, is amended by adding the following paragraph as the second paragraph of the section:

JPB and Contractor will engage a mutually agreed upon third party facilitator to conduct partnering sessions on a quarterly basis. Sessions are anticipated to involve management and executives from both organizations. The format will be determined following an initial due diligence effort involving the facilitator. Sessions will focus on mutual expectations, performance and improvement. There will be a measurable and practical set of benchmarks established. Each partnering session will report against benchmarks with areas of improvement identified. The cost of partnering will be shared equally among the JPB and Contractor.

6. Exhibit A, Part 2, Section 2.2.L.2. of the Agreement, Training Program Components, is amended by adding the following paragraph as the second paragraph of the section, with the understanding that the existing second paragraph becomes the third paragraph:

JPB and Contractor agree to incorporate Roundtable Safety meetings to expose all employees to all safety elements in construction in field. Contractor agrees to conduct Roundtable meetings twice per year for all employees. The Roundtable meetings will serve to fulfill requirements associated with the 270, 240 and 243 CFR requirements. In addition, the Roundtable meetings can be used to satisfy recertification and/or training requirements for employees.

7. Exhibit A, Section 2.2.B.3.b. of the Agreement, Staffing Levels, is amended by deleting the first sentence of the subsection and replacing it with the following sentence:

JPB and Contractor will jointly review the level of staffing on a quarterly basis or more frequently if requested by either party. The purpose of the staffing review is to develop, continuously refine and monitor through analysis the overall employee availability and the effectiveness of the then-current authorized staffing level as it applies to Contractor's ability to provide the most cost effective approach to providing the services. Specifically, the joint review will focus on the cost impact of short and long term employee absences and the necessary adjustments to the authorized staffing level to minimize overtime and other cost implications that can result from having a less than optimal available workforce. Changes to the staffing level will be made based on recommendations from the review team and only when authorized by JPB.

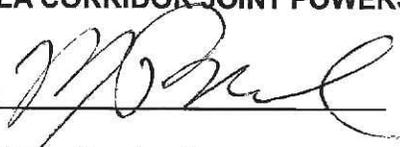
8. Exhibit A, Section 2.2.B.3.c. of the Agreement, Crew Assignments, is amended by deleting the first sentence of the subsection and replacing it with the following sentence:

The Contractor shall be responsible for developing crew and consist assignments and provide them to JPB for comment for every revision. Comments from JPB, if any, will be received within 7 calendar days. Comments will be discussed and mutually resolved.

9. Attachment C to the Agreement, Performance Fee Program, is deleted in its entirety and replaced with a revised Attachment C, which is attached hereto.

Except for those changes expressly specified in this Amendment No. 4, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

PENINSULA CORRIDOR JOINT POWERS BOARD:

Signature: 

Print: Michelle Bouchard

Title: Chief Operating Officer, Rail

Date: 3.16.17

TRANSITAMERICA SERVICES, INC.

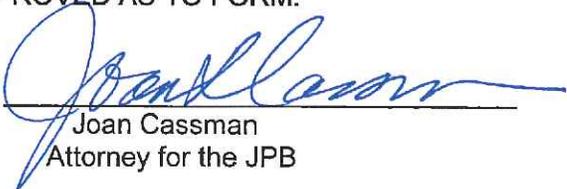
Signature: 

Print: C. Scott Perry

Title: President

Date: 3-17-17

APPROVED AS TO FORM:

By: 

Joan Cassman
Attorney for the JPB

Exhibit C- Performance Fee Metrics.xlsx
Proposed PFR - Summary

Total Amount:	\$	4,500,000.00
Points:		375
\$ per Point:	\$	12,000.00

Category	Metric	Frequency	Maximum Points	Maximum Amount	Description	Status	Page #
Mechanical Performance	Delays - Equipment Related	Quarterly	40	\$ 480,000.00		Agreed	2
	Delays - Track Related	Quarterly	20	\$ 240,000.00		Agreed	3
	Delays - C&S Related	Quarterly	20	\$ 240,000.00		Agreed	4
	Equipment Availability - Engines*	Quarterly	20	\$ 240,000.00	Available engines for minimum service requirements	Agreed	5
Enhanced Safety	FRA Violations	Quarterly	20	\$ 240,000.00		Agreed	6
	Safety & Ops Rule Testing	Quarterly	40	\$ 480,000.00		Agreed	7
	Safety Briefings*	Annually	20	\$ 240,000.00	BI-annual round-table briefings for all employees	Agreed	8
Finance	Staffing	Quarterly	40	\$ 480,000.00		Agreed	9
	Deliverables	Quarterly	20	\$ 240,000.00		Agreed	10
	Budget Adherence - BSP Operating	Annually	5	\$ 60,000.00		Agreed	11
Customer Experience	Overtime - Operations*	Quarterly	40	\$ 480,000.00	Overtime benchmark for Operations department	Agreed	12
	Delays - Incidents (Major)*	Quarterly	20	\$ 240,000.00		Agreed	13
	On-Time Performance - Segments	Quarterly	40	\$ 480,000.00	Metric to measure recovery time for Major Incidents	Agreed	14
	Customer Complaints	Quarterly	20	\$ 240,000.00		Agreed	15
	Customer Satisfaction Survey - Onboard Experience*	Annually	10	\$ 120,000.00		Agreed	16
			375	\$ 4,500,000.00			

Notes
*New Metric

Delays - Equipment Related
Change scale to reflect "600" minutes as the maximum. Reduce annual points from 40 to 20.

Metric:
Equipment Related Delay Minutes per 100k Revenue Train Miles

Score:	0	100	200	300	400	500	600
Real data used here	April	May	June	Total			
Revenue Train Miles	110,801.00	112,118.00	113,893.00	336,812.00			
Total Delay Minutes	1,883.00	185.00	621.00	2,689.00			
Delay Minutes/100k Rev Train Miles	1,699.44	165.00	474.00	798.37			

Proposed Scale:

Points	Scale
10.00	-
9.00	676.00
8.00	701.00
7.00	726.00
6.00	751.00
5.00	775.00
4.00	801.00
3.00	826.00
2.00	851.00
1.00	876.00
-	>900

Current Scale:

Points	Scale
10.00	-
9.00	301.00
8.00	336.00
7.00	371.00
6.00	406.00
5.00	441.00
4.00	476.00
3.00	511.00
2.00	546.00
1.00	581.00
-	>600

Exhibit C- Performance Fee Metrics.xlsx

Delays - Track

Delays - Track Related

No Change.

Score:	5			
	April	May	June	Total
Revenue Train Miles	110,801.00	112,118.00	113,893.00	336,812.00
Total Delay Minutes	29.00	-	1.00	30.00
Delay Minutes/100k Rev Train Miles	26.17	-	0.88	8.91

Proposed Scale:	
Points	Scale
5.00	-
4.00	16.00
3.00	31.00
2.00	46.00
1.00	61.00
-	>75

Current Scale:	
Points	Scale
5.00	-
4.00	16.00
3.00	31.00
2.00	46.00
1.00	61.00
-	>75

Exhibit C - Performance Fee Metrics.xlsx
Delays - C&S

Delays - C&S Related	
No Change.	
Metric:	
Signal Related Delay Minutes per 100k Revenue Train Miles.	

	Score: 1			
	April	May	June	Total
Revenue Train Miles	110,801.00	112,118.00	113,893.00	336,812.00
Total Delay Minutes	177.00	62.00	368.00	607.00
Delay Minutes/100k Rev Train Miles	159.75	55.30	323.11	180.22

Proposed Scale:	
Points	Scale
5.00	25.00
4.00	50.00
3.00	75.00
2.00	100.00
1.00	200.00
-	>200

Current Scale:	
Points	Scale
5.00	25.00
4.00	50.00
3.00	75.00
2.00	100.00
1.00	200.00
-	>200

Equipment Availability - Engine
 New metric. Measure locomotive availability to meet weekday service needs.
 Currently 29 locomotives in the fleet. Required to have at least 23 available on a daily basis (includes 1 spare) to meet weekday service needs.
 Metric:
 Total Weekday Locomotives Available / (Total Weekdays x Total Locomotives in the fleet)

Score:	3	2	1	0
April	21.00	21.00	15.00	54.00
May	21.00	22.00	20.00	63.00
June	21.00	22.00	20.00	63.00
Total	63.00	65.00	55.00	183.00
% Available	85.7%	95.5%	75.0%	85.7%

Proposed Scale:

Points	Scale
5	93.0%
4	88.0%
3	83.0%
2	78.0%
1	73.0%
0	<73%

Current Scale:

Points	Scale

Safety & Ops Rules Testing
 Required metric. Must show location of where the tests were conducted.

Score	April	May	June	Total
Total Managers Testing	26	25	24	75
Mgr. Achieving Testing Goals	25	25	24	75
% Goals Achieved	100.00%	100.00%	100.00%	100.00%

Total Number of Tests Performed 1,327 2,367 2,106 6,839

April:

Milepost Segment	Percentage of Testing Performed - Operations	Percentage of Testing Performed - MOW	Percentage of Testing Performed - C&S	Percentage of Testing Performed - MOE
0.2-10	3.8	18.4	37.1	40.7
10.1-20	3.8	18.4	37.1	40.7
20.1-30	6.8	7.5	11.4	76.3
30.1-40	2.8	4.8	17.2	75.2
40.1-50	4.9	17.8	31.4	45.9
50.1-60	4.9	17.8	31.4	45.9
60.1-70	7.8	17.8	31.4	43.0
70.1-77.8	7.8	17.8	31.4	43.0
Bayview Mechanical	3.3			3.8
San Francisco Yard	3.3			4.8
CEMOP	3.3			4.8
Menlo Park MOW	11.4			87.3
Redwood City Yard	5.1			87.3

May:

Milepost Segment	Percentage of Testing Performed - Operations	Percentage of Testing Performed - MOW	Percentage of Testing Performed - C&S	Percentage of Testing Performed - MOE
0.2-10	23.7	40.8	34.8	10.7
10.1-20	3.4	2.5	26.8	67.3
20.1-30	5	1.8	11.8	82.4
30.1-40	5	1.8	11.8	82.4
40.1-50	11.2	38.8	18.8	31.2
50.1-60	1.8			0.5
60.1-70	0.0			0.0
70.1-77.8	2.1			0.5
Bayview Mechanical	2.1			0.5
San Francisco Yard	2.1			0.5
CEMOP	2.1			0.5
Menlo Park MOW	13.8			88.3
Redwood City Yard	8.0			88.3

June:

Milepost Segment	Percentage of Testing Performed - Operations	Percentage of Testing Performed - MOW	Percentage of Testing Performed - C&S	Percentage of Testing Performed - MOE
0.2-10	13.8	7.0	29.0	50.2
10.1-20	2.4	2.4	2.4	92.4
20.1-30	5.3	7.8	3.9	83.0
30.1-40	16.0	13.9		70.1
40.1-50	1.9			0.5
50.1-60	5.2			0.5
60.1-70	7.7			6.5
70.1-77.8	7.7			6.5
Bayview Mechanical	23.8			96.4
San Francisco Yard	23.8			96.4
CEMOP	23.8			96.4
Menlo Park MOW	7.2			96.4
Redwood City Yard	7.2			96.4

Points	Score	Percentage
10	98.51%	100.00%
9	97.01%	98.50%
8	95.51%	97.00%
7	94.01%	95.50%
6	92.51%	94.00%
5	91.01%	92.50%
4	89.51%	91.00%
3	87.01%	89.50%
2	85.51%	87.00%
1	84.01%	85.50%
0	82.51%	84.00%

Points	Score	Percentage
10	98.51%	100.00%
9	97.01%	98.50%
8	95.51%	97.00%
7	94.01%	95.50%
6	92.51%	94.00%
5	91.01%	92.50%
4	89.51%	91.00%
3	87.01%	89.50%
2	85.51%	87.00%
1	84.01%	85.50%
0	82.51%	84.00%

Exhibit C- Performance Fee Metrics.xlsx
Safety Briefing

Safety Briefings

New Metric. Bi-annual safety briefings for all employees. Employees placed in inter-departmental groups and review safety issues/oversight, operation issues, current/future events.

EICs will provide job briefings and sign-in sheet of attendees and RWP qualification dates as documentation of meetings.

Score:	0		
1st Briefing	212.5	212.5	Total
# of Attendees Expected	200	200	425
% Goals Achieved	94.12%	94.12%	94.12%

Proposed Scale:

Points	Scale
20	95.00% 100.00%
19	90.00% 94.99%
18	85.00% 89.99%
17	80.00% 84.99%
16	75.00% 79.99%
0	<74.99%

Current Scale:

Points	Scale

Exhibit C - Performance Fee Metrics.xlsx
Staffing

Staffing
Change to reflect only BSP-Operating and reduce total points. Currently BSP + Additional Services.

Score:	5	End of Qtr
Budgeted:		412
Actuals:		425
% Goals Achieved		103.16%

Proposed Scale:	
Points	Scale
10	99.00%
9	98.00%
8	97.00%
7	96.00%
6	95.00%
5	94.00%
4	93.00%
3	92.00%
2	91.00%
1	90.00%
0	89.90%

Current Scale:	
Points	Scale
10	99.00%
9	98.00%
8	97.00%
7	96.00%
6	95.00%
5	94.00%
4	93.00%
3	92.00%
2	91.00%
1	90.00%
0	89.90%

Exhibit C - Performance Fee Metrics.xlsx
Deliverables

Deliverables
Quarterly. Reduce points from 20 to 5 per quarter.

Score:	5	On Time	%
Submitted	92	92	100%
Morning Reports	69	66	96%
Monthly Operating Reports	5	5	100%
Operations Reports	2	2	100%
Semi-Annual Operations Reports	1	1	100%
Annual Operations Reports	39	39	100%
MOW Weekly Reports	27	27	100%
Safety-Accident/Incident Reports	2	2	100%
FRA Violation Reports	237.00	234.00	99%
Total:			

Proposed Scale:	
Points	Scale
5	97.00% 100.00%
4	95.00% 96.90%
3	93.90% 94.90%
2	91.00% 92.90%
1	89.00% 90.90%
0	<89.0%

Current Scale:	
Points	Scale
5	97.00% 100.90%
4	95.00% 96.90%
3	93.90% 94.90%
2	91.00% 92.90%
1	89.00% 90.90%
0	<89.0%

Exhibit C- Performance Fee Metrics.xlsx
Budget - Operating

Budget Adherence - Operating	
Change to reflect only BSP-Operating and reduce total points. Currently BSP-Operating + BSP-Capital.	
Example: At or Below Budget	Score: 5
Exceeded Budget	-
	\$ 73,745,335.00
	\$ 72,835,772.00

Proposed Scale:	
Points	Scale
5	At or Below Budget
0	Exceeded Budget

Current Scale:	
Points	Scale

Exhibit C- Performance Fee Metrics.xlsx
Customer Complaints

Customer Complaints					
No Change.					

Score:	5	April	May	June	Total
Complaints	35	26	11	72	
Ridership	1,620,444.00	1,671,093.00	1,734,508.00	5,026,045.00	
Complaints per 250 Passengers	0.0054	0.0039	0.0016	0.0036	

Proposed Scale:	
Points	Scale
5	0.019
4	0.020
3	0.030
2	0.040
1	0.050
0	>.069

Current Scale:	
Points	Scale
5	0.019
4	0.020
3	0.030
2	0.040
1	0.050
0	>.069



Adrienne Tissier, Chair
Ken Yeager, Vice Chair
José Cisneros
Malia Cohen
Jerry Deal
Ash Kalra
Arthur L. Lloyd
Tom Nolan

Michael J. Scanlon
Executive Director

Amendment No. 3

To

Contract No. 10-PCJPB-S-025

Rail Operations, Maintenance, and Support Services

Contractor: TransitAmerica Services, Inc.

THIS THIRD AMENDMENT modifies the Agreement for provision of Rail Operations, Maintenance, and Support Services ("Agreement"), which was effective October 1, 2011, by and between the Peninsula Corridor Joint Powers Board ("JPB") and TransitAmerica, Inc. ("CONTRACTOR"), a Missouri Corporation located at P.O. Box 555, 600 South Riverside Road, St Joseph, MO 64502, (the "Parties").

WHEREAS, the Parties entered into the Agreement whereby the CONTRACTOR will provide Caltrain rail operations, maintenance and support services; and

WHEREAS, on February 24, 2012, the Agreement was amended to revise the Mobilization, Transition and Start-Up schedule, revise the Service Date, and modify the compensation and payment schedule (Amendment No. 1); and

WHEREAS, on October 1, 2012, the Agreement was amended further to revise the manner of payment provision, revise the method of calculating the CONTRACTOR's Direct Costs with regard to Employee Benefit and Injury Costs and increase the scope of services the CONTRACTOR will provide under the Basic Service Plan (Amendment No. 2); and

WHEREAS, the Fiscal Year 2013 Budget for the Basic Service Plan (BSP) (FY13 Budget) was initially established at \$62.5M based on the CONTRACTOR's Cost Proposal submitted as part of the Agreement solicitation process (Cost Proposal); and

WHEREAS, the CONTRACTOR has submitted invoices to the JPB containing costs that would result in a FY13 Budget projected overrun of \$7.1M; and

WHEREAS, on November 30, 2012, the JPB issued a Cure Notice to the CONTRACTOR to correct several issues, including the projected FY13 Budget overrun; and

WHEREAS, on December 14, 2012, the Parties negotiated a plan to mitigate the FY13 Budget projected overrun wherein the FY13 Budget will be capped at \$64.88M, with the JPB

responsible for paying \$2.38M over \$62.5M and the CONTRACTOR responsible for Direct Costs and G&A overhead costs in excess of \$64.88M; and

WHEREAS, the Parties now desire to amend the Agreement to memorialize the FY13 Budget overrun mitigation plan; and

WHEREAS, the Parties also desire to amend the Agreement to change the Notice provision to update the CONTRACTOR's contact information.

NOW THEREFORE, THE PARTIES AGREE to amend the Agreement as follows:

1. Section 7.C.2. of the Agreement, Service Category Compensation, Basic Service Plan, is amended by adding the following language as the last paragraphs:

The Fiscal Year 2013 (FY13) Budget for the BSP, inclusive of all Direct Costs, G&A overhead costs and Performance Fee, shall not exceed \$64.88M. The FY13 Budget of \$64.88M is comprised of the following costs:

1. \$ 62.5M (original FY13 Budget amount)
2. \$.58M (geographical premium for managers' salaries)
3. \$.33M (6 additional trains added to the BSP by Amendment 2)
4. \$.39M (conductor certifications)
5. \$.90M (negotiated portion of difference between negotiated labor rates and proposed labor rates)
6. \$.18M (8% G&A applied to items 2 -5 above)

\$ 64.88M (total not-to-exceed FY13 Budget amount)

The Parties expressly understand and agree that included in the total not-to-exceed FY13 Budget amount of \$64.88M is \$3.6M, representing 80% of the available Performance Fee pool of \$4.5M, which is reserved to pay the CONTRACTOR its performance fee for FY13, subject to CONTRACTOR's actual performance as measured against the performance fee metrics in accordance with Section 2.2.R, Performance Fee Program. The \$3.6M reserved for the performance fee may only be used for such purposes and may not be used to reimburse the CONTRACTOR's incurred costs in performance of services under this Agreement.

The Parties also expressly understand and agree that even if the CONTRACTOR's Direct Costs and G&A overhead costs exceed the FY13 Budget cap of \$64.88M, the JPB will not be responsible for payment of any costs in excess of \$64.88M. The Parties recognize that the CONTRACTOR currently anticipates Direct Costs and G&A overhead costs in excess of the above-referenced FY13 Budget cap. The CONTRACTOR will be responsible for any costs in excess of \$64.88M with the understanding, however, that in the event that the CONTRACTOR is able to effect economies, such savings will reduce the costs above the FY13 Budget cap

for which the CONTRACTOR will be responsible and will not be deducted from the aforementioned FY13 Budget cap to be paid by the JPB.

The Parties expressly understand and agree that the FY13 Budget cap of \$64.88M may be amended to include additional scope items, pursuant to Section 7.D, Adjustments to Compensation. These additions to the FY 2013 scope will be managed through a change order process that will result in an amendment to the FY13 Budget cap of \$64.88M.

The budget for FY14 and subsequent fiscal years of this Agreement will be governed by the annual budget process set forth in Section 2.2.Q., Annual Budget Process.

2. Section 7.C.3. of the Agreement, Service Category Compensation, Additional Services, is amended by adding the following language as the last paragraphs:

The CONTRACTOR shall submit discrete labor rates for each job classification to the JPB for review and approval, which upon JPB approval shall be made effective as of January 1, 2013. The approved FY13 labor rates shall be incorporated into the Agreement as the FY13 Labor Rates.

Work Directive Invoices for Additional Services submitted after January 1, 2013 will use the FY13 Labor Rates referenced above. The CONTRACTOR and JPB acknowledge that, effective January 1, 2013, wage rates for billing of the BSP and Additional Services will be at two different rates (BSP at actual rates and Work Directives for Additional Services at the FY13 Labor Rates referenced above), subject to the conditions contained in this Agreement, including the FY13 Budget cap of \$64.88M

The Parties understand that CONTRACTOR has 12 full-time employees that the CONTRACTOR anticipated would provide services in the Additional Services category. Thus far, there has been insufficient Additional Services work to keep these employees fully utilized, yet the CONTRACTOR has included their labor costs as applicable to the BSP in invoices submitted to the JPB. The Parties agree to work in good faith in order to allow the CONTRACTOR to fully utilize these 12 employees for the remainder of FY13.

3. Section 13 of the Agreement, Notices, is amended by deleting the fifth paragraph and replacing it with the following:

If to the Contractor:

TransitAmerica Services, Inc.
Attn: Contracts Manager
Contracts Administration Department
P.O. Box 555
600 South Riverside Road, Ste. 200
St. Joseph, MO 64507

4. Except for those changes expressly specified in this Amendment No. 3, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

PENINSULA CORRIDOR JOINT POWERS BOARD:

Signature: Virginia Harrington

Print: Virginia Harrington

Title: Deputy CEO

Date: 1/28/2013

TRANSITAMERICA SERVICES, INC.

Signature: Robert J. Smith

Print: Robert J. Smith

Title: President

Date: 1/25/2013

APPROVED AS TO FORM:

By: [Signature]
Attorney for the JPB



ADRIENNE TISSIER, CHAIR
KEN YEAGER, VICE CHAIR
JOSÉ CISNEROS
MALIA COHEN
JERRY DEAL
ASH KALRA
LIZ KNISS
ARTHUR L. LLOYD
TOM NOLAN

MICHAEL J. SCANLON
EXECUTIVE DIRECTOR

Amendment No. 2

To

Contract No. 10-PCJPB-S-025

Rail Operations, Maintenance, and Support Services

Contractor: TransitAmerica Services, Inc.

THIS SECOND AMENDMENT modifies the Agreement for provision of Rail Operations, Maintenance, and Support Services ("Agreement"), which was effective October 1, 2011, by and between the Peninsula Corridor Joint Powers Board ("JPB") and TransitAmerica, Inc. ("CONTRACTOR"), located at P.O. Box 555, 600 South Riverside Road, St Joseph, MO. 64502, (the "Parties").

WHEREAS, the Parties entered into the Agreement whereby CONTRACTOR will provide Caltrain rail operations, maintenance and support services; and

WHEREAS, on February 24, 2012, the Agreement was amended to revise the Mobilization, Transition and Start-Up schedule, revise the Service Date, and modify the compensation and payment schedule (Amendment No. 1); and

WHEREAS, the Parties now desire to amend the Agreement to revise the manner of payment provision to clarify the method by which payments will be made to CONTRACTOR and revise the method of calculating the CONTRACTOR's Direct Costs with regard to Employee Benefit and Injury Costs; and

WHEREAS, the Parties further desire to amend the Agreement to increase the scope of services the CONTRACTOR will provide under the Basic Service Plan, effective October 1, 2012, for which CONTRACTOR has submitted a Cost Proposal, which is attached hereto and incorporated herein as Attachment A.

NOW THEREFORE, THE PARTIES AGREE to amend the Agreement as follows:

1. Section 8.E. of the Agreement, Method of Payment, is deleted in its entirety and replaced with the following:

All payments made by the JPB pursuant to this Agreement shall be by the means the JPB determines is in its best interests. However, the JPB will endeavor to make payments by wire transfer if requested by TASI and if the JPB determines it is practicable.

2. Attachment A of the Agreement, Direct Costs and General and Administrative Overhead Costs, Section A., Direct Costs, Paragraph 2, Employee Benefit and Injury Costs, is deleted in its entirety and replaced with the following:

2. Employee Benefit and Injury Costs shall include costs of CONTRACTOR for benefits earned by employees while engaged in providing the Services, including: insurance for disability, sickness, health, and dental coverage; for life insurance and travel insurance; and an additive for employee injuries. The FELA additive shall be applied to the straight time, overtime and guaranteed payments for hours and days worked by employees. Also included are CONTRACTOR's costs of employee savings and investment plans, pension costs accrued, Railroad Retirement or FICA taxes, and other employee benefit plans.

3. Exhibit A of the Agreement, Exhibit A, 1.a. Basic Service Plan and Special Trains, is deleted in its entirety and replaced with the following, the cost to provide which is set forth in Attachment A to this Amendment:

1. **Basic Service Plan**

The following regularly scheduled one way trips constitute the BSP effective October 1, 2012:

- a. **Weekday Service**

A total of 92 trains as follows:

1. 86 trains operated between San Jose Diridon or Tamien and San Francisco
2. 6 trains operated between Gilroy and San Francisco

4. Except for those changes expressly specified in this Amendment No. 2, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

PENINSULA CORRIDOR JOINT POWERS BOARD

TRANSITAMERICA SERVICES, INC.

Signature: Virginia Harrington

Signature: Robert J. Smith

Print: Virginia Harrington

Print: Robert J. Smith

Title: Deputy CEO

Title: President

Date: 11/13/2012

Date: 11/6/12

APPROVED AS TO FORM:

By: Joan Cannon
Attorney for the JPB



10-PCJPB-S-025

**Attachment A
to Amendment 2
of the
Rail Operations, Maintenance and
Support Services
Contract Documents**



September 18, 2012

Michelle Bouchard
Peninsula Commuter Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306

TransitAmerica Services, Inc. (TASI) bid this project on the fact that Caltrain was operating 86 trains, and now as of October 1st, the proposed increase is 92 weekday trains. The increase in service will not only require an increase in personnel, but also has a budgetary impact. We feel we can accommodate this increase with an additional crew, consisting of; 1 engineer, 1 conductor and 1 assistant conductor.

Please review the attached proposal and let us know if you wish us to pursue an additional crew for the October 1st schedule.

Thanks for your consideration.

A handwritten signature in black ink, appearing to read 'Bret A. George', is written over a faint, larger version of the signature.

Bret A. George
Acting General Manager
TransitAmerica Services, Inc.

JPB/Caltrain Work Directive
Contract No. 10-PCJPB-S-025
Contractor: TASI
PROPOSED INCREASED STAFF TO BSP

Project Title: PROPOSED INCREASED BSP STAFF
 Location: SAN JOSE, CA
 Period of Performance: JULY 1, 2012 – JUNE 30, 2013

Date: 8/15/12
 Prepared by: RTYRONE
 Revision #: 0

LABOR COST								
Position	ST Rate	OT Rate	S.T. Hours	S.T. Amount	O.T. Hours	O.T. Amount	Per Diem	Total Amount
ENGINEER	\$39.06	\$58.59	1,560.0	\$ 60,930	156.0	\$ 9,140	\$ 2,880	\$ 72,950
CONDUCTOR	\$35.02	\$52.53	1,560.0	\$ 54,631	156.0	\$ 8,195	\$ 2,160	\$ 64,986
ASSISTANT CONDUCTOR	\$30.35	\$45.53	1,560.0	\$ 47,352	156.0	\$ 7,103	\$ 2,160	\$ 56,615
	\$0.00	\$0.00	-	\$ -	-	\$ -	\$ -	\$ -
Subtotal			4,680.0	162,913.9	468.0	24,437.1	7,200.0	\$ 194,551
ST Fringe Benefits		30.00%						\$ 48,874
OT Fringe Benefits		30.00%						\$ 7,331
Per Diem Benefits		30.00%						\$ 2,160
FELA		14.50%						\$ 28,210
Sub Total Labor Costs:								\$ 281,126

MATERIAL COST				
Description	Quantity	Unit Price	Material Cost	Total Cost
				\$ -
				\$ -
Sub Total Material Costs:				\$ -

PURCHASED SERVICES & OTHER COSTS			
Description	MONTHS	Unit Cost	Total Amount
			\$ -
			\$ -
Sub Total Purchased Services & Other Costs:			\$ -

Total Labor, Material, Purchased Services & Other Costs: \$ 281,126

ODCs/CAP ALLOCATION	15.00%		\$ 42,169
		Contingencies: 5%	\$ 16,165
		Total before fees:	\$ 339,460
G&A and MGT. FEES			
G&A Overhead @ 8%		8%	\$ 27,156.79
Fixed Fee (Not To Exceed 5% of Budgeted Direct Cost)		0%	\$ -
GRAND TOTAL:			\$ 366,617



BOARD OF DIRECTORS 2012

ADRIENNE TISSIER, CHAIR
KEN YEAGER, VICE CHAIR
JOSÉ CISNEROS
MALIA COHEN
JERRY DEAL
ASH KALRA
LIZ KNISS
ARTHUR L. LLOYD
TOM NOLAN

MICHAEL J. SCANLON
EXECUTIVE DIRECTOR

Amendment No. 1

To

Contract No. 10-PCJPB-S-025

Rail Operations, Maintenance, and Support Services

Contractor: TransitAmerica Services, Inc.

THIS FIRST AMENDMENT modifies the Agreement for provision of Rail Operations, Maintenance, and Support Services ("Agreement"), which was effective October 1, 2011, by and between the Peninsula Corridor Joint Powers Board ("JPB") and TransitAmerica Services, Inc. ("CONTRACTOR"), located at P.O. Box 555, 600 South Riverside Road, St Joseph, MO. 64502, (the "Parties").

WHEREAS, the Parties entered into the Agreement whereby CONTRACTOR will provide Caltrain rail operations, maintenance and support services; and

WHEREAS, the Agreement includes a Mobilization, Transition and Start-Up period, during which time the CONTRACTOR would be reimbursed its Direct Costs, G&A Overhead Costs and a Fixed Fee with an original price of \$2,439,966 ("Original Mobilization Price"); and

WHEREAS, the JPB has paid CONTRACTOR's October 2011 invoice in the amount of \$112,276, against the Original Mobilization Price, and the JPB has received CONTRACTOR's November 2011 invoice in the amount of \$160,083 and is holding payment; and

WHEREAS, the Parties intended that Mobilization, Transition and Start-Up would be complete in five months, with a resulting Service Date of March 3, 2012 ("Original Service Date"); and

WHEREAS, CONTRACTOR has requested an extension of the Mobilization, Transition and Start-Up period and a revised Service Date; and

WHEREAS, the Parties have negotiated and mutually agreed upon a revised Service Date of May 26, 2012 ("Service Date"); and

WHEREAS, the Parties have agreed to several key Mobilization, Transition and Start-Up milestones and corresponding completion dates, which are set forth below; and

WHEREAS, the Parties have agreed that achieving the Milestone completion dates is material in the performance of Mobilization, Transition and Start-Up activities in order to achieve the Service Date; and

WHEREAS, the parties have agreed to a modification of the compensation provision to establish a firm not-to-exceed price for Mobilization, Transition and Start-Up to be paid in accordance with the milestone payment schedule set forth below, which also establishes the CONTRACTOR milestone requirement for payment of its November 2011 invoice.

NOW THEREFORE, THE PARTIES AGREE to amend the Agreement as follows:

1. Section 7.C.1 of the Agreement, Mobilization, Transition and Start-Up Costs for the Basic Service Plan and Additional Services, is deleted in its entirety and replaced with the following:

1. Mobilization, Transition and Start-Up Costs for the Basic Service Plan and Additional Services

CONTRACTOR agrees to perform all of the Mobilization, Transition and Start-Up activities under the Agreement for a total all-inclusive sum not-to-exceed amount of Two Million Eight Hundred Fifty-Seven Thousand Four Hundred Sixty-Four Dollars (\$2,857,464 ("Mobilization Price")), which sum is inclusive of payments for the October 2011 and November 2011 Mobilization, Transition and Start-Up invoices as approved by the JPB. The total all-inclusive sum shall include all labor, materials, profit, overhead, insurance, bonding, subcontractor costs and all other costs and expenses incurred by the CONTRACTOR during the mobilization period.

All further payments for Mobilization, Transition and Start-Up shall be contingent on CONTRACTOR's satisfactory completion, as solely determined by the JPB, of milestones pursuant to the below schedule ("Mobilization Payment Milestones and Schedule"). CONTRACTOR further agrees that the milestones as listed represent groups of work activities that in aggregate represent all of the Mobilization, Transition and Start-Up activities under the Agreement. The JPB, at its sole discretion, will determine when all activities associated with any milestone have been satisfactorily completed. Where there are required Mobilization, Transition and Start-Up activities under the Agreement, whether express or implied, that appear not to fall into any milestone, the JPB, at its sole discretion will determine the associated milestone.

MOBILIZATION PAYMENT MILESTONES AND SCHEDULE

	<u>Milestone</u>	<u>Percentage</u>	<u>Amount</u>	<u>Completion Date</u>
1	JPB approval of all CDRLs to include FRA approvals	5%	\$129,255	3/9/2012
2	JPB Approval of IT and Data migration plan*	5%	\$129,255	3/26/2012
3	TASI Execution and Ratification of all Labor agreements	20%	\$517,021	3/9/2012
4	JPB acceptance of system installation and implementation, including data conversion	15%	\$387,766	5/1/2012
5a	Complete hiring and training of all agreement personnel	10%	\$258,510	5/5/2012
5b	Complete hiring and training of all non-agreement personnel	5%	\$129,255	3/12/2012
6a	Completion of inventory and station, MOW and C and S asset assessment	5%	\$129,255	5/5/2012
6b	Completion of vehicle asset assessment	5%	\$129,255	3/31/2012
7	JPB review and acceptance of TASI systems necessary to support Performance Fee	15%	\$387,766	5/1/2012
8	Service Date	15%	\$387,766	5/26/2012

*Contractor's November 2011 invoice also to be paid contingent on completion of Milestone #2.

Notes: Failure to achieve any of these milestones by the schedule date may result in assessments. Milestones #4 and #7 are contingent upon successful completion of Milestone #2.

2. Section 8.A of the Agreement, Monthly Invoices for Mobilization, Transition and Start-Up Costs, is renamed, deleted in its entirety and replaced with the following:

A. Invoices for Mobilization, Transition and Start-Up Costs

The CONTRACTOR shall submit invoices/billing statements in accordance with the Mobilization Payment Milestones and Schedule established in Section 7.C.1 above. The JPB will endeavor to pay approved invoices/billing statements within

thirty (30) calendar days of their receipt. Each invoice/billing statement must state the milestone completed by the CONTRACTOR and accepted by the JPB during the invoice period. CONTRACTOR shall furnish proof of completion of the milestone as may be requested by JPB to substantiate the invoice. The JPB reserves the right to withhold payment to the CONTRACTOR if the JPB determines that the quantity or quality of the work performed is unacceptable. The JPB shall provide written notice to the CONTRACTOR within 10 business days of the JPB's decision not to pay and the reasons for non-payment.

3. Section 8.D.1 of the Agreement, Quarterly Performance Fee Determination and Compensation, First Fiscal Year, is deleted in its entirety and replaced with the following:

1. First Fiscal Year

During the first fiscal year (FY12), which is a partial year, the annual Performance Fee pool will be pro-rated based on the number of months of actual service performed by the CONTRACTOR during the Fiscal Year, and this amount will represent the maximum fee that can be earned during that period. In this respect, the maximum amount of Performance Fee eligible in any pro-rated period is not dependent on the costs incurred for the Scope of Services provided during that period.

There will not be a separate Performance Fee evaluation period for the partial fiscal year. CONTRACTOR shall report performance results to the JPB and recommend a Performance Fee amount payable for contract performance in FY12 to be included with the first evaluation period in FY13.

4. Exhibit A of the Agreement, Section 2.2.P.1., Performance Standards and Assessments, Mobilization, Transition and Start-Up. The following paragraphs are added to the end of Section 2.2.P.1. as paragraphs three, four and five:

The Contractor acknowledges and agrees that the Original Service Date was March 3, 2012 and that this Section 2.2.P.1 provides that the Contractor is subject to an assessment of \$750,000 per month for each month, including any portions of a month, that completion of Mobilization, Transition and Start-Up is delayed beyond this date. Amendment No. 1 revises the Service Date to May 26, 2012. Nevertheless, the JPB reserves all its rights under this Agreement to assess contract assessments accruing as of March 3, 2012.

In order to monitor and facilitate diligent work towards completion of Mobilization, Transition and Start-Up, with a Service Date of May 26, 2012, the Parties agree to engage in monthly executive-level meetings the specific purpose of which is to review progress of the Contractor toward timely completion of milestones as set forth in the Mobilization Payment Milestones and Schedule of Section 7.C.1 of the Agreement. Beginning in February 2012, such meetings will occur in person until completion of Mobilization, Transition and Start-Up. The JPB will be represented in these monthly meetings either by Gigi Harrington or Chuck Harvey. The Contractor will be represented in these meetings either by Robert Smith or Gerald Francis.

No later than three business days after each of these meetings, the JPB will inform the Contractor in writing whether it is satisfied with the Contractor's progress in achieving Mobilization milestones, as set forth in the Mobilization Payment Milestones and Schedule of Section 7.C.1 of the Agreement, and finds that the Contractor is working diligently to meet the May 26, 2012 Service Date. If the JPB determines, in the sole exercise of its judgment, that the Contractor's progress toward said milestones during the foregoing month has not been in conformance with the dates set forth in the Mobilization Payment Milestones and Schedule of Section 7.C.1 of the Agreement, it may levy an assessment accruing as of March 3, 2012.

5. Except for those changes expressly specified in this Amendment No. 1, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.

PENINSULA CORRIDOR JOINT POWERS BOARD:

TRANSITAMERICA SERVICES, INC.

Signature: Virginia Harrington

Signature: Robert J. Smith

Print: Virginia Harrington

Print: Robert J. Smith

Title: Deputy CEO

Title: President

Date: 2/24/2012

Date: 2-24-12

APPROVED AS TO FORM:

By: [Signature]
Attorney for the JPB

AGREEMENT BETWEEN THE PENINSULA CORRIDOR JOINT POWERS BOARD (JPB)

AND

TRANSITAMERICA SERVICES, INC. (CONTRACTOR)

AGREEMENT SUMMARY

Board of Directors' Date of Award: September 1, 2011

Resolution Number: 2011-32

Effective Date of Agreement: October 1, 2011

Services to be Performed (Section 1): Provision of Rail Operations, Maintenance, and Support Services for Caltrain

Term of Agreement (Section 3): Five Year Base Term, and Five One-year Option Terms

Compensation (Section 7): Mobilization, Transition, and Start-up
Basic Service Plan
Additional Services

CONTRACTOR's Key Representative (Section 6): General Manager

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ATTACHMENTS:

- A. DIRECT COSTS AND GENERAL AND ADMINISTRATIVE OVERHEAD COSTS
- B. FEDERAL CONTRACT PROVISIONS AND PUBLIC WORKS REQUIREMENTS

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

This is an Agreement to provide Caltrain Rail Operations, Maintenance, and Support Services for the Peninsula Corridor Joint Powers Board ("JPB"). The CONTRACTOR agrees to provide these services to the JPB in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONTRACTOR represents that it (1) has and will exercise the degree of care, skill, efficiency, and judgment of contractors with special expertise in providing rail operations, maintenance, and 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 CONTRACTOR's services shall consist of the Scope of Services (Scope of Services or Services) set forth in the Request for Proposals, Part 2, Section 2, attached hereto and incorporated herein as Exhibit A, as supplemented by CONTRACTOR's written proposal, attached hereto and incorporated herein as Exhibit B.

2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- A. This Agreement, including attachments A and B
- B. Exhibit A, Request For Proposals, Part Two, Scope of Services, as conformed
- C. Exhibit B, CONTRACTOR's Proposal, as conformed
- D. Exhibit C, Performance Fee Program

In the event of conflict between or among the terms of the Agreement documents, the order of precedence shall 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 base term of this Agreement will commence upon the Effective Date as determined by the Parties and expires on June 30, 2017. The base term of the Agreement includes the Mobilization, Transition, and Start-up period and the provision of Services thereafter to include the balance of Fiscal Year 2012 and the subsequent five full fiscal years.

The CONTRACTOR shall furnish the JPB with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

The JPB reserves the right, in its sole discretion, to exercise up to five one-year option term(s) to extend the Agreement, at the same terms and conditions, including the terms of Section 7, Compensation. If the JPB determines to exercise the option term(s), the JPB will give the CONTRACTOR at least 180 days' written notice of its determination. Notwithstanding the foregoing, in the event that upon completion of the second full fiscal year of the base term (FY14), CONTRACTOR has successfully implemented the optimal staffing plan as shown in CONTRACTOR's proposal, Exhibit B, or some modified version of this plan as mutually agreed in the event of service level or scope changes, and has attained in each consecutive quarter of the first

two fiscal years an 80% or higher ranking for purposes of the Performance Fee, the JPB thereupon will extend the base term of the Agreement for an additional period of five years by exercise of all contract options, at the same terms and conditions, including the terms of Section 7, Compensation.

Given the necessity of ensuring continuity of services to Caltrain passengers, the JPB also reserves the right at its full discretion to extend the base and/or option term(s) of the Agreement up to twelve consecutive one-month periods with the same terms and conditions contained in this Agreement, including the compensation provision set forth in Section 7. Authorized Contracts and Procurement department personnel will notify the CONTRACTOR in writing of JPB's intent to exercise each one-month extension term at least 30 days' before the particular month is to begin, with the understanding that the CONTRACTOR will make best efforts to extend the term pursuant to this section in the event the JPB is unable to provide 30 days' notice.

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

4. DEFINITIONS

The definitions applicable to this Agreement are contained in Exhibit A, Part 2, Section 1.

5. JPB AGREEMENT OVERSIGHT

A. Operations and Management Supervision

The JPB shall have the following rights with respect to the direction, oversight, and monitoring of the performance of CONTRACTOR:

- Establish policies and standards for operation of Caltrain, including staffing requirements.
- Establish engineering, construction and maintenance standards, policies and rules for track, signals, bridges, shops, buildings, utilities and all other elements of the Service Property, including the Centralized Equipment Maintenance and Operations Facility (CEMOF).
- Intervene and redirect CONTRACTOR's work and services when established policies and standards are not being met or are not acceptable to the JPB.
- Specify and monitor the records, facilities, equipment and personnel developed or used by CONTRACTOR in performance of the Agreement, as well as monitor schedule adherence and fare collection/inspection procedures.
- Specify fuel, lubricants, materials, repair parts, supplies, and machinery used by CONTRACTOR in maintaining the Service Equipment and the Service Property with any changes in the quality of materials being used requiring JPB written approval in advance.
- Inspect any Service Equipment or Service Property at any time, and remove from service any Service Equipment or Service Property which, in the JPB's sole determination, is in an unacceptable condition.
- Review and approve payments to and penalty assessments against CONTRACTOR.

- Review and approve personnel and direct the removal of under-performing or unqualified personnel.

B. Service Property and Service Equipment

The JPB shall provide at no cost to CONTRACTOR access to the Service Property and Service Equipment. The JPB may from time to time require and work with CONTRACTOR to plan and implement changes in standards for maintenance of Service Equipment and Service Property.

During the performance of its work, CONTRACTOR shall not have exclusive access to or use of the work areas. The JPB may also require that certain facilities and areas be used concurrently by CONTRACTOR and by other contractors working in the area. When CONTRACTOR and contractors are employed on related or adjacent JPB work, each shall conduct operations in such a manner as not to cause any unnecessary delay or hindrance to the other. The JPB will advise CONTRACTOR of known schedules of others.

1. JPB's Right to Inspect

The JPB and its agents shall have the right to enter upon the Service Property at any time for the purpose of inspecting and examining the Service Property and Service Equipment. The JPB shall have the right to obtain any information related to the Services, Service Equipment, or Service Property. Unless otherwise provided in this Agreement, CONTRACTOR shall use best efforts to respond fully to any such request for information within five business days following the request.

2. Condition of the Service Property and Service Equipment

All JPB-provided assets, including but not limited to Service Property (and condition thereof), Service Equipment (and condition thereof), inventories, spare parts, and other materials to be furnished to CONTRACTOR at the commencement of the Agreement are to be jointly determined by CONTRACTOR and JPB, mutually agreed upon within 90 days of the Service Date of this Agreement. All modifications to the Service Property or Service Equipment must be approved by the JPB in writing.

The JPB shall have the right to make specific improvements to the Service Property and Service Equipment. Changes in the Service Property or Service Equipment that trigger changes in the base standard for maintenance may be the basis for allowing CONTRACTOR to be compensated for Additional Services until the next Basic Service Plan (BSP) and budget are approved, or for crediting the JPB for maintenance or other cost savings that may result from such changes.

3. Changes to Service Property or Service Equipment

The JPB shall have the right to add, delete, or substitute Service Property or Service Equipment, provided such adjustments do not impair the ability of CONTRACTOR to perform the Services.

C. Modification of Operating Plans, Schedules and Fares

The JPB shall have the right to plan the operation of Caltrain and may from time to time require changes, and will work with CONTRACTOR to implement such changes, in the following aspects of the Services:

- Times of day when trains operate
- Increases or decreases in the level of train operations, including changes in train consists
- Location and number of station stops, with appropriate adjustments in scheduled running times and departure times
- Adjustment in crew sizes
- Identify locations and times where tracks, signals, stations and other elements of the Service Property may be modified or removed from service for construction or maintenance activities
- Construction Support requirements, including Work Trains, specialized work equipment and single tracking
- Number, type, and capacity of Service Equipment in service
- Additions to or replacement of Service Equipment
- Fares, including modifications to fare inspection and revenue collection system and procedures
- Execution of contingency plans
- Future service extensions

Based upon the JPB's objectives of convenience, reliability, speed, and other customer service requirements, and upon CONTRACTOR's professional judgment concerning schedules that can be attained with a high degree of reliability, the Parties shall collaborate about schedules for all trains operated on the Service Date, or thereafter. Requests for additions to or changes in the Services shall be made by the JPB sufficiently in advance of the time of implementation to permit joint planning by the Parties and resolution of any disagreements concerning scheduling on the basis of criteria set forth above.

The JPB will establish the desired departure times, determine the station stops, and develop an initial timetable proposal based on past experience and simulation studies (when appropriate). CONTRACTOR will evaluate the timetables and will, within the time allowed by the JPB, report to the JPB its evaluation of the proposed schedules. It is agreed that the schedules: (1) will not be unrealistically short so as to prevent on-time performance with a high degree of reliability; (2) will contain sufficient time to accommodate scheduled operations; and (3) will include recovery time for contingencies.

Either party may request a review of specific schedules in the event that performance problems are encountered, or changes in ridership or equipment consists affect such performance. Final approval of the schedules will rest with the JPB.

In addition to the above, it is recognized that, due to external circumstances, it may be necessary to change service levels on short notice. Examples of such instances may include,

but are not limited to:

- Changes in JPB or JPB-member agency financial status
- Changes in Federal or State funding sources
- Major physical changes impacting JPB rolling stock, right of way or physical assets
- Emergencies (including force majeure)
- External events

In the event that such conditions should so warrant, CONTRACTOR will be notified by the JPB of the required service changes, and will provide to the JPB within five business days from notification the anticipated cost or savings impacts of such service changes. The JPB, upon analysis of such impacts, may direct CONTRACTOR to implement the service changes effective the day following notification to proceed with the service changes.

D. Additional Services

The JPB shall have the right to require CONTRACTOR to perform Additional Services, which is work outside of the BSP. Such services shall be requested under Work Directives issued to CONTRACTOR as set forth in the Scope of Services. The JPB shall provide CONTRACTOR with reasonable notice of the Additional Services, and CONTRACTOR shall promptly respond to such notice. Compensation for Additional Services shall be determined in the manner set forth in Section 7 of this Agreement.

E. Other Rights and Responsibilities

1. Marketing and Public Information

The JPB will assume all responsibility for: (a) printing, obtaining, and manufacturing schedules, tickets, and passes and for distributing to CONTRACTOR those public schedules required for the operation of Caltrain; and (b) marketing the public use of Caltrain through advertisements or other promotions, including complimentary tickets. The JPB has the right to have tickets sold anywhere. The JPB has the responsibility for informing the public about Caltrain.

2. Advertising

The JPB may utilize the interior or exterior of trains or stations for the display of any written or printed advertising, promotional material, or public information notices, which materials will be provided at the JPB's sole cost.

3. Liaison with Other Transit Agencies and Third Parties

The JPB reserves the right to coordinate with other transit agencies in such matters as intermodal transfers, passes, and connecting schedules with CONTRACTOR involvement as directed by the JPB. The JPB also reserves the right to interface with and to make agreements with third parties, including without limitation, Union Pacific Railroad (UP), Altamont Commuter Express (ACE), Amtrak, Bay Area Rapid Transit District (BART), Capitol Corridor, California High Speed Rail Authority, and Santa Clara Valley Transportation Authority (VTA), with respect to operations and maintenance over, and other matters pertaining to, the railroad right of way between San Francisco and Gilroy. CONTRACTOR will comply with all relevant provisions of

such agreements.

4. Financial Management

The JPB shall have exclusive rights and responsibilities in capital program development and grants administration.

5. Communications with JPB and District Boards

The JPB and District shall have the exclusive right and obligation to provide information and reports concerning any and all aspects of Caltrain, including, but not limited to, service needs and requirements or CONTRACTOR's performance under the Agreement. CONTRACTOR understands and agrees that any and all communications to the JPB, District or Member Agency Boards will be transmitted through and with the approval of the JPB Contract Administrator or designee.

6. CONTRACTOR'S DESIGNATED REPRESENTATIVE

It is understood and agreed by the parties that at all times during the term of this Agreement that the General Manager shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement. Upon written notice by CONTRACTOR and approval by the JPB, which will not be unreasonably withheld, CONTRACTOR may substitute this person with another person, who may possess similar qualifications and experience for this position.

CONTRACTOR agrees to make best efforts to enter into an employment agreement with the General Manager for a period covering the base term of the Agreement. CONTRACTOR further agrees that it will not reassign the General Manager for the Caltrain Service during the base term of the Agreement.

7. COMPENSATION

A. General

CONTRACTOR shall faithfully perform all of the Services required under this Agreement and shall be compensated for said services in the manner specified below. Such compensation will be allowable only to the extent that such costs are consistent with Federal Cost Principles (Title 48, Code of Federal Regulations, Part 31). When travel or relocation is approved, compensation will only be allowable to the extent FAR 31 205-46, sections (1) and (2), and the U.S. General Services Administration Domestic Per Diem Rates regulations and guidelines are met.

All Direct Costs and General and Administrative (G&A) overhead costs must be allocable, allowable, reasonable and verified costs as stated in Attachment A to this Agreement. These costs shall be adequately documented to the satisfaction of the JPB.

The specified percentage rate for G&A overhead costs for all Services applies to all compensation. The rate for G&A overhead costs shall be subject to audit and verification by the JPB prior to and during the term of the Agreement. Following the first full fiscal year of the Agreement (FY13), the CONTRACTOR shall provide documentation and justification of its G&A overhead rate, which shall be reviewed by the JPB for purposes of assessing whether the G&A overhead rate warrants reduction taking into account (1) operating efficiencies realized by

CONTRACTOR and (2) overall magnitude of this contract as it relates to the overall overhead costs of CONTRACTOR. This process shall be subject to discussion and negotiation between the Parties. The G&A overhead rate shall be reduced should the review reveal that a lower G&A overhead rate is appropriate.

With the exception of the foregoing, the G&A overhead rate of 8 percent shall remain constant during the entire term of the Agreement regardless of the following:

- Any changes made within the general Scope of Services required under the Agreement, including any changes to the complexity, difficulty or character of Services; and
- The amount expended by CONTRACTOR for the performance of Services.

In the event that any of CONTRACTOR's personnel who are providing services under the Basic Service Plan are also engaged to provide Additional Services, CONTRACTOR may not duplicate charges for Direct Costs or G&A overhead costs for such personnel.

B. Performance Fee

The Performance Fee pool and structure shall remain constant for the term of this Agreement, unless restructured pursuant to this Section 7. The annual Performance Fee pool for the Basic Service Plan shall not exceed \$4,500,000 when calculated at the 100% performance level. The annual Performance Fee pool shall not be adjusted regardless of the amount expended by the CONTRACTOR for the performance of Services. The JPB reserves the right to periodically reassess and recommend revisions to the Performance Fee criteria and structure but no more than once per Fiscal Year. The Parties shall mutually discuss and re-negotiate any changes to the Performance Fee criteria and structure. In the case that a change is desired, the CONTRACTOR shall be advised of such desired change in writing at least 30 days in advance of the proposed effective date of the change. In all cases the effective date will coincide with the beginning date of a Fiscal Year.

In the event that CONTRACTOR's performance of the Services under the Basic Service Plan is for a period of less than 12 months for a particular Fiscal Year, the Performance Fee pool for said period shall be pro-rated based on the number of months of actual service performed by the CONTRACTOR during the Fiscal Year.

C. Service Category Compensation

Compensation for the provision of the following service categories shall be payable as follows:

1. Mobilization, Transition and Start-Up Costs for the Basic Service Plan and Additional Services
 - a. Direct Costs. CONTRACTOR will be paid for its actual and verifiable Direct Costs as stated in Attachment A to this Agreement.
 - b. G&A Overhead Costs. CONTRACTOR will be paid for its G&A overhead costs.
 - c. Fixed Fee. CONTRACTOR shall be paid a reasonable Mobilization Fee of \$107,963.00.

2. Basic Service Plan

Subject to the limitations set forth in the annual budget process, Scope of Services, CONTRACTOR shall be compensated for performing the Services covered under the Basic Service Plan on a Cost Plus Performance Fee (CPPF) basis. The cost elements are Direct Costs, G&A overhead costs, and Performance Fee.

- a. Direct Costs. CONTRACTOR will be paid for its actual and verifiable Direct Costs.
- b. G&A Overhead Costs. CONTRACTOR will be paid for its G&A overhead costs.
- c. Performance Fee. A Performance Fee pool shall be established based upon the Performance Fee Plan as approved by the JPB, as set forth in Attachment C, Performance Fee Program. The CONTRACTOR may earn the Performance Fee amount in whole or in part based upon its measurable and verifiable performance against the Performance Fee criteria contained in Attachment C. These criteria are more detailed in the Scope of Services. CONTRACTOR's performance shall be evaluated quarterly for determination of the amount of the Performance Fee pool that will be paid. The amount of the Performance Fee to be paid shall be determined at the sole discretion of the JPB.

3. Additional Services

The JPB may issue a Work Directive for Additional Services to CONTRACTOR at any time, and CONTRACTOR shall provide the Services specified on an on-call basis. All Work Directives are subject to Section 2.2.S, On-Call Additional Services Issued Under Work Directives, as set forth in the Scope of Services. All costs for each Work Directive shall be negotiated and agreed upon by the Parties prior to the commencement of Additional Services. CONTRACTOR shall be compensated for each Work Directive as set forth below:

- a. Direct Costs. CONTRACTOR will be paid for its actual and verifiable Direct Costs.
- b. General and Administrative Overhead Costs. CONTRACTOR will be paid for its G&A overhead costs.
- c. Fixed Fee. CONTRACTOR shall be paid a Fixed Fee rate for the work as a percentage of Direct Costs incurred as specified above. Such Fixed Fee shall not exceed the maximum rate of 5 percent, which shall remain constant during the entire term of the Agreement. The Fixed Fee shall not be applied to the G&A overhead costs related to the work covered by the Work Directive. The Fixed Fee shall be paid in proportion to actual costs incurred with the following limitations:
 - For discrete tasks, the Fixed Fee shall be paid in proportion to actual costs incurred up to the negotiated amount for Direct Costs. If final incurred costs are at or below the negotiated amount for Direct Costs, the full initially established Fixed Fee will

be paid. Costs incurred above the negotiated Direct Costs will not be fee bearing.

- For level-of-effort (labor only) tasks where delivery of a specified number of hours is requested, the Fixed Fee shall only be paid in proportion to the actual costs incurred for the final number of hours actually delivered.
- If Work Directives are amended to add or reduce work scope there must be a corresponding addition or reduction in Direct Costs, G&A overhead costs and Fixed Fee.

D. Adjustments to Compensation

The compensation to CONTRACTOR may be adjusted for applicable assessments that are imposed as set forth in the Scope of Services.

The JPB may at any time, by written order, make changes within the Scope of Services described in this Agreement.

The Performance Fee pool shall not be subject to adjustment unless the Scope of Services under the Basic Service Plan is increased or decreased by the JPB by at least 10% as compared to those services provided in the base year of the Agreement. In such an event, the Parties agree to negotiate in good faith to establish an equitable adjustment to the Performance Fee pool.

8. MANNER OF PAYMENT

A. Monthly Invoices for Mobilization, Transition and Start-Up Costs

No later than the 20th calendar day of each month of Mobilization, the CONTRACTOR shall invoice the JPB for the previous month. No later than 30 calendar days following receipt of CONTRACTOR's properly documented invoice for services performed during the prior month, the JPB shall pay CONTRACTOR for approved Direct Costs and G&A overhead costs. Determination of satisfactory documentation supporting CONTRACTOR's invoice shall be subject to the approval of the JPB. The JPB shall be entitled to withhold payment to the extent that satisfactory documentation is not received and approved by the JPB. In such event, the JPB will notify CONTRACTOR of the deficiencies of CONTRACTOR's documentation within 25 calendar days of receipt of CONTRACTOR's invoice. CONTRACTOR shall be paid within 30 calendar days following receipt of invoices for any and all charges contained therein (including applicable General and Administrative overhead costs) which are not the subject of dispute or other questions relating to satisfactory documentation or justification. The fixed Mobilization Fee shall be paid within 30 calendar days of receipt of CONTRACTOR's invoice at the end of the Mobilization period.

CONTRACTOR shall include with its monthly invoice to the JPB a statement, in a format subject to approval by the JPB, showing its costs for Mobilization during that month in comparison with the Approved Budget amount, along with an explanation of the reasons for the variance, if any, and of the actions CONTRACTOR will take, subject to JPB approval, to bring any continuing variance back into conformity with the Approved Budget. CONTRACTOR shall notify the JPB in writing within 30 calendar days before costs incurred

will exceed 80% of the Approved Budget amount. Unauthorized expenses incurred over the Approved Budget shall not be reimbursed unless CONTRACTOR has received prior written approval by the JPB. CONTRACTOR also shall include the internal cost center or other functional accounting reports and a copy of general ledger entries for the month.

B. Monthly Invoices for the Basic Service Plan

No later than the 20th calendar day of each month, CONTRACTOR shall invoice the JPB for the Basic Service Plan, for the previous month. No later than 30 calendar days following receipt of CONTRACTOR's properly documented invoice for services performed during the prior month, the JPB shall pay CONTRACTOR for approved costs and fees. Determination of satisfactory documentation supporting CONTRACTOR's invoice shall be subject to the approval of the JPB. The JPB shall be entitled to withhold payment to the extent that satisfactory documentation is not received and approved by the JPB. In such event, the JPB will notify CONTRACTOR of the deficiencies of CONTRACTOR's documentation within 25 calendar days of receipt of the invoice. CONTRACTOR shall be paid within 30 calendar days following receipt of CONTRACTOR's invoice for any and all charges contained therein (including applicable G&A overhead costs) which are not the subject of dispute or other questions relating to satisfactory documentation or justification.

CONTRACTOR shall include with its monthly invoice to the JPB a statement, in a format subject to approval by the JPB, showing its costs for Services during that month in comparison with the Approved Budget amount for that month and for the Fiscal Year to date, along with an explanation of the reasons for the variance, if any, and of the actions CONTRACTOR will take, subject to JPB approval, to bring any continuing variance back into conformity with the Approved Budget. CONTRACTOR shall also include the internal cost center or other functional accounting reports and a copy of general ledger entries for the month.

C. Monthly Invoices for Additional Services

No later than the 20th calendar day of each month, CONTRACTOR shall invoice the JPB for Additional Services performed under a Work Directive (WD), for the previous month. Each payment may be subject to a 10% retention, which will be released by the JPB upon the satisfactory conclusion of the work.

CONTRACTOR shall monitor the WD approved budget amount to ensure that the expenditures do not exceed such amount. CONTRACTOR shall notify the designated JPB WD representative in writing within 30 calendar days before costs incurred will exceed 80% of the approved WD amount. CONTRACTOR shall include in each monthly invoice a statement, in a format subject to approval by the JPB, showing its costs for Additional Services during that month in comparison with the WD budget amount, along with an explanation of the reasons for the variance, if any, and of the actions CONTRACTOR will take, subject to JPB approval, to bring any continuing variance back into conformity with the approved WD budget. CONTRACTOR also shall include the internal cost center or other functional accounting reports and a copy of general ledger entries for the month.

CONTRACTOR shall be paid within 30 calendar days following receipt of CONTRACTOR's properly documented invoices for any and all charges contained therein (less retentions as described above and including applicable G&A overhead costs and Fixed Fees) which are not the subject of dispute or other questions relating to satisfactory documentation or justification. Credits for any overpayment to the CONTRACTOR by the

JPB shall be issued on a separate invoice and not netted against the current period's invoice. Credit invoices shall reference the number and date of the original invoice.

D. Quarterly Performance Fee Determination and Compensation

1. First Fiscal Year

During the first fiscal year (FY12), there will be only one Performance Fee evaluation period, which shall encompass the entire partial fiscal year. No more than 30 calendar days following the completion of FY12, CONTRACTOR shall report performance results to the JPB and recommend a Performance Fee amount payable for contract performance during the evaluation period. The written recommendation shall be supported by the appropriate qualitative and quantitative analyses used to support the Performance Fee recommended amount. The recommendation shall be considered by the JPB's Contractor Evaluation Board (CEB), which is comprised of senior JPB management. The CEB will evaluate CONTRACTOR performance and Performance Fee recommendation and determine its accuracy and validity. For the purpose of Performance Fee evaluation, the CEB also will use JPB functional managers as performance monitors and may use an independent auditor to validate and verify CONTRACTOR's recommendation. In the event that an independent validation and verification is undertaken and it is determined that CONTRACTOR's reported performance results are inaccurate, the adjusted performance results shall be used to determine the Performance Fee amount paid to CONTRACTOR. The determination of Performance Fee will be made by the CEB, and its decision is final. CONTRACTOR will be paid the quarterly Performance Fee within 30 days following receipt of CONTRACTOR's properly documented invoices and performance results.

For FY12, the annual Performance Fee pool will be pro-rated based on the number of months of actual service performed by the CONTRACTOR during the Fiscal Year, and this amount will represent the maximum fee that can be earned during that period. In this respect, the maximum amount of Performance Fee eligible in any pro-rated period is not dependent on the costs incurred for the Scope of Services provided during that period.

2. Second and Subsequent Full Fiscal Years

During the second (FY13) and subsequent full fiscal years, no more than 30 calendar days following the completion of the quarterly evaluation period, CONTRACTOR shall report performance results to the JPB and recommend a Performance Fee amount payable for contract performance during the evaluation period. The written recommendation shall be supported by the appropriate qualitative and quantitative analyses used to support the Performance Fee recommended amount. The recommendation shall be considered by the CEB, which will evaluate CONTRACTOR performance and Performance Fee recommendation and determine its accuracy and validity. For the purpose of Performance Fee evaluation, the CEB also will use JPB functional managers as performance monitors and may use an independent auditor to validate and verify CONTRACTOR's recommendation. In the event that an independent validation and verification is undertaken and it is determined that CONTRACTOR's reported performance results are inaccurate, the adjusted performance results shall be used to determine the Performance Fee amount paid to CONTRACTOR. The determination of Performance Fee will be made by the CEB, and its decision is final. CONTRACTOR will be paid the quarterly Performance Fee within 30 days following receipt of CONTRACTOR's properly documented invoices and performance results.

The Performance Fee will be paid to CONTRACTOR on a quarterly basis. The first quarter during which CONTRACTOR is eligible for a Performance Fee under this

Agreement shall commence on July 1, 2012 and shall end on September 30, 2012. A new evaluation period shall commence each quarter following that first quarter. During each quarter, CONTRACTOR's performance shall be evaluated independently of performance during any other quarter.

The annual Performance Fee pool will be divided into four equal increments and that amount will represent the maximum fee that can be earned in any one quarter. In this respect, the maximum amount of Performance Fee eligible in any one quarter is not dependent on the costs incurred for the Scope of Services provided during that quarter.

E. Method of Payment

All payments made by the JPB pursuant to this Agreement shall be made by wire transfer.

F. Invoice Submission

Invoices for Mobilization, Transition and Start-Up and the Basic Service Plan must indicate the month of service, the Agreement number 10-PCJPB-S-025, and the JPB Contract Administrator's name. Each invoice shall meet the requirements set forth in Section 8.

Invoices submitted by CONTRACTOR for payment for Additional Services must reference the JPB Agreement number, 10-PCJPB-S-025, the assigned Work Directive number, and the name of the designated Project Manager.

One copy of each invoice must be sent to the attention of:

**Accounts Payable
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306**

G. Late Payment; Disputed Invoices

All sums not paid to CONTRACTOR within 45 days from when due, as governed by Section 8 (A-D), shall bear interest at the rate of one percent (1%) per month or the maximum legal rate permitted by law, whichever is less. If timely payments are not made to CONTRACTOR, CONTRACTOR shall have the right to suspend performance upon 90 business days written notice until such payments are made to CONTRACTOR. In the event JPB disagrees or disputes any invoice or item contained therein, JPB shall promptly notify and provide CONTRACTOR with a written statement setting forth the nature and basis of the disagreement. Furthermore, if JPB disagrees with an invoice or an item contained therein, JPB shall pay CONTRACTOR for the undisputed amounts of such invoice within the time prescribed herein and proceed to resolve the disputed amounts pursuant to the dispute resolution procedures contained in this Agreement.

9. NOTICES

All communications relating to the day-to-day activities of the provided services shall be exchanged between the JPB's Director of Transportation or designee, and the CONTRACTOR's General Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall 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 JPB:	Executive Director Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070-1306
With a copy to:	Director, Contracts and Procurement Peninsula Corridor Joint Powers Board 1250 San Carlos Avenue San Carlos, CA 94070-1306
If to the CONTRACTOR:	TransitAmerica Services, Inc. Attn: Ray Lanman, VP Corporate Development P.O. Box 555 600 South Riverside Road St. Joseph, MO 64502
With a copy to:	Jeff Davison Dunn & Davison, LLC 700 South Riverside Road, Ste. 200 St. Joseph, MO 64507

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 shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

10. 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 CONTRACTOR shall be and are the property of the JPB. The JPB shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the JPB. If any materials are lost, damaged, or destroyed before final delivery to the JPB, CONTRACTOR shall replace them at its own expense and assumes all risks of loss, damage, or destruction of or to such materials. CONTRACTOR 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 JPB. CONTRACTOR agrees to execute any additional documents which may be necessary to evidence such assignment.

CONTRACTOR 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.

11. CONFIDENTIALITY

Any JPB confidential materials to which CONTRACTOR has access or materials prepared by CONTRACTOR during the course of this Agreement shall be held in confidence by CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

If CONTRACTOR believes any materials or information it provides to JPB contains trade secrets or other proprietary information ("Confidential Information"), the CONTRACTOR shall request that the JPB withhold from disclosure the Confidential Information by marking each page containing such information as "Confidential."

In the event that JPB is requested to disclose CONTRACTOR's Confidential Information, JPB shall notify CONTRACTOR of such request. If CONTRACTOR continues to desire that the JPB withhold from disclosure the Confidential Information requested, the JPB shall withhold same provided that CONTRACTOR assumes all responsibility for any challenges resulting from the non-disclosure, indemnifies and holds harmless the JPB from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Confidential Information), and pays any and all cost and expenses related to the withholding of the Confidential Information. CONTRACTOR shall have the right to select the counsel to represent the JPB in respect to these matters. The selection of counsel shall be subject to the approval of the JPB, which shall not be unreasonably withheld or conditioned. In addition, the CONTRACTOR, at its expense, reserves the right to intervene in any such proceeding to protect against disclosure of its claimed trade secret or proprietary information.

If CONTRACTOR does not request that the JPB withhold from disclosure information identified as confidential, the JPB shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the JPB.

CONTRACTOR, its employees, subcontractors, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the JPB's Executive Director or designee.

CONTRACTOR shall take all reasonable steps to ensure the safekeeping of all documents containing information about the transit system's infrastructure vulnerabilities, including any that are identified or marked "Security Sensitive Information."

12. HOLD HARMLESS

A. Except as otherwise provided in Sections 12B, 12C, 12D, and 12E of this Agreement, the JPB agrees to, and will, indemnify and hold CONTRACTOR, and its directors, officers, agents, employees, representatives, insurers, subcontractors, sureties, affiliated companies and attorneys (hereinafter, collectively, "CONTRACTOR Indemnitees") harmless from, and defend CONTRACTOR Indemnitees against any and all claims, demands, actions, causes of action, or damages of any kind

whatsoever without regard to negligence of the CONTRACTOR (hereinafter referred to collectively as "Claims and Damages") which may arise from CONTRACTOR's operation, maintenance, repair or use of the Service Equipment and Service Property or provision of the Services as contemplated by this Agreement up to an annual aggregate limit of Two Hundred Million Dollars (\$200,000,000) (excluding from such annual aggregate limit physical damages to the Service Equipment or Service Property and Existing Environmental Conditions Damages as hereinafter defined), hereinafter referred to as the "Liability Cap." In the event the JPB exercises the option described in Section 13.A.2 and the CONTRACTOR provides the excess insurance coverage therein specified over the Liability Cap, CONTRACTOR will provide insurance to indemnify the Peninsula Corridor Joint Powers Board, San Mateo County Transit District, Santa Clara Valley Transportation Authority and the City and County of San Francisco, and each of their Directors, Supervisors, officers, employees, volunteers and agents (hereinafter, collectively "Owner Indemnitees") against all such Claims and Damages exceeding the annual aggregate limit of Two Hundred Million Dollars (\$200,000,000) Liability Cap (excluding from such annual aggregate limit physical damages to the Service Equipment or Service Property and Existing Environmental Conditions Damages). The JPB may, on an annual basis and at its sole discretion, increase the Liability Cap up to which the JPB shall provide the excess insurance coverage and assume the indemnity obligation set forth in the first sentence of this Subsection. In this event, there shall be an appropriate adjustment of compensation payable hereunder as agreed to by the parties.

B. Notwithstanding the foregoing, the JPB shall have no duty to indemnify or hold CONTRACTOR Indemnitees harmless from damages on account of CONTRACTOR's Excluded Conduct, as hereinafter provided. This exception from the JPB's duty of indemnity hereunder on account of CONTRACTOR's Excluded Conduct shall mean that (1) in the case of an award after trial, or arbitration with third party claimants, the JPB has no duty to indemnify CONTRACTOR Indemnitees for an award of exemplary damages against CONTRACTOR Indemnitees or for any compensatory damages awarded in conjunction with an award of exemplary damages, or (2) in the case of a negotiated settlement, the JPB's duty to indemnify CONTRACTOR Indemnitees does not include that portion of any settlement determined by the agreement of the JPB and CONTRACTOR, or by a dispute resolution process under Section 19 if they cannot agree, to have been paid due to the probability that exemplary damages would be awarded against CONTRACTOR had the matter been litigated. The term "Excluded Conduct" shall mean conduct for which there is clear and convincing evidence that CONTRACTOR, its employees or agents have been guilty of oppression, fraud, or malice. For the purposes of this Agreement, the following definitions shall apply:

1. "Malice" means conduct which is intended to cause injury to others or despicable conduct which is carried on with a willful and conscious disregard of the rights or safety of others.

2. "Oppression" means despicable conduct that subjects a person to cruel and unjust hardship in conscious disregard of that person's rights.

3. "Fraud" means an intentional misrepresentation, deceit, or concealment of a material fact with the intention of thereby depriving a person of property or legal rights or otherwise causing injury.

In any action where exemplary damages are sought or claimed, CONTRACTOR shall be entitled, at its option and at its sole cost and expense, to participate in the defense and to appear on its own behalf, and shall further have the right in any such action to be informed of, and be consulted concerning settlement of such action, provided its consent to any such settlement shall not be required.

In an action where exemplary damages, are alleged or based upon CONTRACTOR'S Excluded Conduct, are awarded against CONTRACTOR Indemnitees after trial or arbitration with third parties, CONTRACTOR will reimburse the JPB for its reasonable costs of defense (including attorneys' fees). With respect to any settlement of any action in which exemplary damages were sought, alleged or based upon Contractor's Excluded Conduct, if it has been determined by agreement of the parties, including CONTRACTOR, that a portion of the settlement was paid due to the probability that exemplary damages, alleged or based upon CONTRACTOR's Excluded Conduct, would have been awarded had the matter been litigated ("Exemplary Damages Portion"), CONTRACTOR shall reimburse the JPB pro rata for its reasonable costs of defense (including attorneys' fees) in the same ratio that the Exemplary Damages Portion of the settlement bears to the total settlement as determined by the agreement of the parties.

C. Except as provided in Paragraph E(4) below and without limiting the generality of the foregoing, the parties specifically agree that the foregoing indemnification of the CONTRACTOR Indemnitees by the JPB includes indemnification against any and all Claims and Damages arising from or incidental to or in connection with environmental conditions in, on or about the Service Property. Claims and Damages for environmental conditions paid by or on account of the JPB in any year shall not be charged against or deducted from the annual Liability Cap on the JPB's duty to indemnify and defend, referred to in Subsection A above.

D. To the extent CONTRACTOR also operates either intercity trains or any other rail service where the owner is other than the JPB (collectively these two services are hereinafter referred to as "Other Rail Service"), the JPB shall have no duty to indemnify CONTRACTOR for Claims and Damages involving (1) passengers on CONTRACTOR's Other Rail Service, (2) property or equipment being used in CONTRACTOR's Other Rail Service, or (3) accidents which arise out of CONTRACTOR's Other Rail Service, but which do not involve operation of Caltrain service. CONTRACTOR shall defend, indemnify and hold harmless Owner Indemnitees from any and all Claims and Damages involving numbered items (1) through (3) in the immediately preceding sentence.

In the event of an accident involving CONTRACTOR's Other Rail Service and Caltrain, the parties will share equally the cost of damage to the right of way (including clearing of wrecks) and injury to, death of, or damage to the property of third parties that arise out of such accident with the exception that (1) JPB shall assume sole responsibility as to its own passengers and (2) CONTRACTOR shall assume sole responsibility for its own passengers, freight and employees. In the event of injury to or death of a person in a station who is not at the station solely for purposes of using either Other Rail Service of CONTRACTOR or Caltrain, the parties shall share the cost of any claims (including the cost of defense against such claims) on the basis of the relative proportions of ridership of the respective services to and from San Jose as measured on the basis of on and off passenger counts for the most recent Fiscal Year.

E. CONTRACTOR shall indemnify, defend and hold harmless Owner Indemnitees, and each of them, from and against any and all Claims and Damages (1) arising out of ownership, operation, use, maintenance and/or control of vehicles (excluding rail equipment) and any automobiles registered to, owned by or used by CONTRACTOR in the provision of Services; (2) arising from CONTRACTOR's obligations to its employees under Workers' Compensation and/or the Federal Employer's Liability Act or any amendments or successor acts thereto; (3) arising from CONTRACTOR's Excluded Conduct in those circumstances which would result in an exception to the JPB's duty of indemnification on account of Excluded Conduct as specified in Subsection B; (4) arising out of any release of hazardous materials in, on, about or adjacent to the Service Property that is caused by negligent acts or omissions, or willful misconduct of CONTRACTOR, its

employees, subcontractors, agents, representatives, or invitees, occurring on or after the effective date of this Agreement, but only for the portion of such Claims or Damages associated with a release that is attributable to such negligent acts or omissions or willful misconduct; (5) CONTRACTOR's unauthorized use of Service Equipment off the JPB's premises; or (6) arising from CONTRACTOR's violation of any Federal, State, county and municipal ordinances and regulations applicable to CONTRACTOR's work, but only for the portion of such of Claims or Damages attributable to CONTRACTOR's violation of such laws or regulations..

F. If any of the provisions hereinabove to indemnify a party against liability, loss or damage would be prohibited by or unenforceable under the law of the State of California for any reason, the indemnity provided by such provision shall be deemed to be limited to and operative only to the maximum extent permitted by law; provided, however, that the terms of this Section 12 shall apply in such event. The provisions of this paragraph shall under no circumstances be interpreted as limiting in any manner the obligations of any insurer under any insurance policy maintained by either party pursuant to Section 13.

13. INSURANCE

A. CONTRACTOR's Responsibilities and Requirements

CONTRACTOR and 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 are required to procure and maintain those insurance coverages specified below in accordance with all of the applicable requirements. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and 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. Prior to issuance of a transmittal of the Effective Date of this Agreement, CONTRACTOR shall provide the JPB with satisfactory evidence of compliance with the insurance requirements of this subsection A.

1. Minimum Types and Scope of Insurance

a. Workers' Compensation/Employer's Liability Insurance or FELA

(1) 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.

(2) If the California Labor Code requiring Workers' Compensation applies, the CONTRACTOR also shall maintain Employer's Liability coverage with minimum limits of Ten Million Dollars (\$10,000,000).

(3) If FELA applies, it shall be in accordance with federal statutes and have minimum limits of One Hundred Million Dollars (\$100,000,000) per occurrence.

(i) The JPB reserves the right to analyze and implement alternative compensation strategies for FELA costs. The JPB reserves the right to retain an independent actuary to analyze the cost of injuries to employees engaged in providing the Services. This analysis will be conducted in order to determine the amount the CONTRACTOR should be compensated by the JPB for the risk associated with the CONTRACTOR's assumption of financial responsibility for injuries and for any additional administrative costs incurred by the CONTRACTOR in handling FELA claims. The actuary selected shall hold a "Fellow of the Casualty Actuarial Society" ("FCAS") designation. The JPB reserves the right to direct CONTRACTOR to provide FELA as indicated in the CONTRACTOR's conformed proposal, attached hereto and incorporated herein as Exhibit B to this Agreement, or to implement the recommendations of the independent actuary.

(ii) CONTRACTOR shall procure the required FELA insurance coverage through the JPB's insurance brokers, if the cost of doing so reduces the CONTRACTOR's Direct Costs. For the first year of service, no later than forty-five (45) days prior to the Service Date, the CONTRACTOR shall bind the FELA insurance coverage from the Service Date through the end of the first complete year of service and annually thereafter beginning on July 1, 2013.

(4) The insurance coverages above shall include the following endorsement as further detailed in the Endorsements section below:

- Waiver of Subrogation.

b. Business Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a per accident limit of at least Ten Million Dollars (\$10,000,000) per occurrence. In addition, CONTRACTOR will be responsible for the Auto Physical Damage insurance or self-insurance on all vehicles used in the performance of Services covering the perils of collision and comprehensive with limits sufficient to cover the actual cash value of all vehicles used by CONTRACTOR in providing Services.

The JPB will hold title to the vehicles used in the performance of Services. With regard to such vehicles, along with the CONTRACTOR, the named insureds shall be 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, and CONTRACTOR.

(1) This insurance shall include coverage for, but not be limited to the following vehicles registered for road use:

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

(2) 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

c. Crime Insurance

A Crime Insurance policy, including coverage for CONTRACTOR's employee dishonesty for direct loss of, and direct loss from damage to money, securities and other property. In addition, the policy will include coverage for theft of money and securities at any inside location or in possession of an outside messenger or armored motor vehicle company. The following limits of liability will apply:

Employee Dishonesty	\$5,000,000
Client Property Blanket Bond	\$5,000,000
Off and On Premises	\$ 500,000

With the written permission of the JPB, a deductible of up to Fifty Thousand Dollars (\$50,000) may be permitted on any of the above coverages. CONTRACTOR shall reimburse the JPB for any and all losses within the deductible and for insured losses, plus the cost to prove the loss, accountants' fees, defense costs including attorneys and any other fees associated with a claim. CONTRACTOR shall be responsible for and shall indemnify Owner Indemnitees from and hold them harmless against any and all such costs and expenses.

In lieu of a Client Property Blanket bond, a Joint Loss Payee endorsement or other Third Party coverage naming the JPB as further detailed in the Endorsements section below is acceptable.

d. Commercial General Liability Insurance required of CONTRACTOR's Agents

Prior to commencing work, the Agent shall procure and maintain a Commercial General Liability policy with minimum limits of \$2,000,000 per occurrence and \$2,000,000 annual aggregate.

be limited to:

(1) This insurance shall include coverage for, but not

- Premises and operations
- Products and completed operations
- Personal injury
- Advertising injury

(2) 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

e. Railroad Protective Liability Insurance

Prior to a third party subcontractor of CONTRACTOR commencing demolition, construction or remodeling within 50 feet of the right-of-way or any railroad tracks, CONTRACTOR shall obtain Railroad Protective Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence/Six Million Dollars (\$6,000,000) aggregate. The JPB reserves the right, on a per project basis, to increase the limits required. The JPB's Risk Management Department will review the scope of services to determine the appropriate limits that the JPB will require. The requirements of this provision can be met by the CONTRACTOR accessing the blanket Railroad Protective Liability Insurance program that the JPB maintains through the JPB's Risk Management Department.

The named insureds shall be 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, and CONTRACTOR. The Union Pacific Railroad Company shall be named as an additional insured.

(1) Coverage shall be on the RIMA policy form and include, but not be limited to:

- Claims arising out of injury to or death of any person
- Physical loss or damage to or destruction of property including the JPB's rolling stock and any resulting loss of use thereof
- Coverage for supervisory acts of railroad employees
- FELA coverage for railroad employees
- Coverage for any railroad operating on the right of way
- Pollution extension for fuels and lubricants brought onto the job location

(2) Such third party subcontractor of CONTRACTOR also must maintain Commercial General Liability Insurance coverage at the same limits as required on the Railroad Protective Liability Insurance policy. This insurance shall include the coverage and endorsements set forth in Section A.1.d. above.

f. Excess Railroad, General Liability and Business Automobile Liability Insurance

CONTRACTOR will provide at its sole cost and expense Excess Railroad Liability, General Liability and Business Automobile Liability insurance coverage with a dedicated limit of \$100 million dollars excess of the \$200 million dollars in coverage that the JPB is required to procure and maintain pursuant to Section 13.B.1.a. covering the JPB's liability arising out of ownership of the JPB's right of way and the JPB's railroad operations. In addition to regularly scheduled trains, the quotation is to include coverage per the JPB's specifications, which now include up to 50 Shuttle vans/buses; 51 excursion trains; five historical train trips by Steam Engines; special trains for events such as San Francisco Giants games; and, for liability arising out of actions of contractors engaged in maintenance or improvements on the JPB's right of way. The JPB recommends that the CONTRACTOR place this excess layer of insurance coverage through the

JPB's insurance broker who will facilitate its placement. For the first year of service, no later than forty-five (45) days prior to the Service Date, the CONTRACTOR shall bind this level of insurance from the Service Date through the end of the first complete year of service and annually thereafter beginning on July 1, 2013.

Such Excess Liability insurance will follow the terms and conditions of the underlying program, as follows:

(1) This insurance shall include an option for one reinstatement of aggregate limits and coverage for, but not be limited to:

- Premises and operations
- Products and completed operations
- Personal injury, including discrimination and humiliation
- Advertising injury
- Railroad operations evacuation coverage
- Limited seepage, pollution and contamination coverage for Railroad Operations
- Business Automobile Liability for all vehicles used by CONTRACTOR and for the JPB's shuttle van/bus program
- Certified Terrorism coverage

(2) Such insurance shall include the following endorsements as further detailed in the Endorsements section below:

- Named Insureds: Peninsula Corridor Joint Powers Board, San Mateo County Transit District, Santa Clara Valley Transportation Authority, and the City and County of San Francisco
- Additional Insured: Union Pacific Railroad Company
- Separation of Insureds Clause or Joint and Several Liability
- Waiver of Subrogation in favor of the Additional Insured
- 60 days' notice of cancellation.

2. Option for Contractor to Provide Excess Insurance Coverage

The JPB reserves the right to exercise an option for CONTRACTOR to provide excess coverage to the extent and in the manner described in this provision. On April 1 of each year, the JPB may request CONTRACTOR to provide the cost for the following limits of Excess Railroad Liability, General Liability and Business Automobile Liability insurance coverages

as described below. In this event, there shall be an appropriate adjustment of compensation payable hereunder pursuant to Section 13.A.5.h., Modification of Coverage.

- \$100 million excess of \$300 million.

If requested, the CONTRACTOR will provide these quotations to the JPB by June 1st, and the JPB will then decide within 30 days whether to bind the excess coverage with CONTRACTOR, and at which limit amount. In the event the JPB exercises the option for the CONTRACTOR to provide the excess coverage described in Item 2, the CONTRACTOR shall assume the duty and obligation to indemnify, defend and hold harmless Owner Indemnitees in the manner specified in Section 12.A.

The excess coverage for which CONTRACTOR will obtain quotations shall meet the requirements set forth below.

a. Following Form Excess Railroad, General Liability and Business Automobile Liability Insurance

CONTRACTOR will provide Excess Railroad Liability, General Liability and Business Automobile Liability insurance coverages covering the JPB's liability arising out of ownership of the JPB's right of way and the JPB's railroad operations. In addition to regularly scheduled trains, the quotation is to include coverage per the JPB's specifications, which now include up to 50 Shuttle vans/buses; 51 excursion trains; five historical train trips by Steam Engines; special trains for events such as San Francisco Giants games; and, for liability arising out of actions of contractors engaged in maintenance or improvements on the JPB's right of way.

Such Excess Liability quotations will follow the terms and conditions of the underlying program, as follows:

(1) This insurance shall include an option for one reinstatement of aggregate limits and coverage for, but not be limited to:

- Premises and operations
- Products and completed operations
- Personal injury, including discrimination and humiliation
- Advertising injury
- Railroad operations evacuation coverage
- Limited seepage, pollution and contamination coverage for Railroad Operations
- Business Automobile Liability for all vehicles used by CONTRACTOR and for the JPB's shuttle van/bus program
- Certified Terrorism coverage

(2) Such insurance shall include the following endorsements as further detailed in the Endorsements section below:

- Named Insureds: Peninsula Corridor Joint Powers Board, San Mateo County Transit District, Santa Clara Valley Transportation Authority, and the City and County of San Francisco
- Additional Insured: Union Pacific Railroad Company
- Separation of Insureds Clause
- Primary and Non-Contributory wording
- Waiver of Subrogation in favor of the Additional Insured
- 60 days' notice of cancellation.

3. Endorsements

a. Named Insured.

The referenced Railroad Protective Liability, Business Automobile Liability pertaining to vehicles used in the performance of services, and the Following Form Excess Railroad, General and Business Automobile Liability policies shall include, as specified in the provisions above, the following Named 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, and each of their respective Directors, Supervisors, 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.

b. Additional Insured.

The Railroad Protective Liability and Following Form Excess Railroad, General Liability and Business Automobile Liability policies as specified in the provisions above shall include as Additional Insured the Union Pacific Railroad Company and its Directors, Supervisors, 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.

The CONTRACTOR's Agents' Commercial General Liability policies pertaining to vehicles used in the performance of Services, as specified in the provisions above, 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, and each of their respective Directors, Supervisors, officers, employees, volunteers and agents, as they now, or as they may hereafter be constituted, singly, jointly or severally.

The referenced policies will not include language stating that the self-insured retention may only be paid by the named insured prior to triggering Additional Insured coverage and will permit an additional insured to pay or exhaust the self-insured retention.

c. Waiver of Subrogation.

The Workers' Compensation and FELA and Business Automobile 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, and the Union Pacific Railroad Company and their respective Directors, Supervisors, 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.

The optional Following Form Excess or Umbrella policies covering Excess Railroad, General Liability and Business Automobile Liability Insurance shall contain a waiver of subrogation in favor of the Union Pacific Railroad Company and its Directors, Supervisors, 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.

d. 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.

e. 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, and the Union Pacific Railroad Company as Named Insureds and/or Additional Insureds shall not in any way affect their 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, the Named Insureds and the Additional Insureds 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.

f. Client Property Blanket Bond, Third Party Bond or Joint Loss Payee Endorsement.

On CONTRACTOR's crime insurance, the JPB shall be named as a Joint Loss Payee or CONTRACTOR will provide a separate Client Property Blanket Bond or Third Party Crime coverage naming the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority and the City and County of San Francisco as Named Insureds.

4. Evidence of Insurance

a. All Coverages except Railroad Protective, FELA and Excess Railroad, General Liability and Business Automobile Liability Insurance - Prior to issuance of a transmittal

identifying the Effective Date of the Agreement or entering onto the Service Property, CONTRACTOR shall provide the JPB's Contracts and Procurement Department with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate also shall show that the CONTRACTOR's policy(ies) will not be cancelled without 60 days prior written notice to the JPB's Contracts and Procurement Department.

b. Railroad Protective - Prior to the third party subcontractor commencing work or entering onto the Property, CONTRACTOR shall provide the JPB's Contracts and Procurement Department with a binder or certificate followed by the original policy evidencing coverage.

c. FELA and Excess Railroad, General Liability and Business Automobile Liability Insurance - For the first year of service, no later than forty-five (45) days prior to the Service Date, the CONTRACTOR shall bind the FELA insurance coverage from the Service Date through the end of the first complete year of service and annually thereafter beginning on July 1, 2013.

5. General Provisions

a. Notice of Cancellation.

The policies shall provide that the CONTRACTOR's policies will not be cancelled without 60 days prior written notice to the District's Contracts and Procurement Department.

b. Acceptable Insurers.

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

c. 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. Such self-insurance programs or retentions must provide at least the same protection from liability and defense of suits as would be afforded by "first-dollar" insurance.

If CONTRACTOR fails, refuses, or unreasonably delays paying any losses within a permitted self-insured retention, the JPB shall have the right to terminate the Agreement upon 30 days' written notice, which termination shall be deemed for cause.

d. 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.

e. 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:

(1) Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(2) CONTRACTOR shall make every effort to maintain similar insurance for at least two years following termination of the Agreement, including the requirement of adding all additional insureds.

(3) If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement.

(4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

f. Deductibles and Retentions.

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies. 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.

g. Aggregate Limits.

If any of the required insurance coverages described above which are provided and maintained by CONTRACTOR contain aggregate limits, or apply to other operations or tenancies of CONTRACTOR outside of this Agreement, CONTRACTOR will give the JPB prompt, written notice of any incident, occurrence, claim, settlement or adjustment against such insurance which may diminish the protection such insurance affords 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, and the Union Pacific Railroad Company.

h. Modification of Coverage.

The JPB reserves the right at any time during the term of the Agreement to increase or decrease the amounts and types of insurance required to be provided by CONTRACTOR pursuant to this section by giving CONTRACTOR 90 days' prior written notice of the change, provided that any decrease in the amount or type of insurance required to be provided by CONTRACTOR shall be subject to the approval of CONTRACTOR which shall not be unreasonably withheld, conditioned or delayed. The 90 day notice requirement shall not apply in the circumstances described in Section 13.A.2. The JPB's right to increase the amount and types of insurance to be provided by CONTRACTOR shall be subject to the availability of such insurance. The JPB will pay to CONTRACTOR the incremental increase in CONTRACTOR's cost resulting from an increase in insurance coverage required by it, and deduct from amounts owing to CONTRACTOR under this Agreement any incremental decrease in CONTRACTOR's cost resulting from a decrease in insurance coverage.

i. Additional Insurance.

CONTRACTOR shall carry any other insurance required by law.

j. Claims Costs.

Each of the parties will be responsible for the investigation, administrative handling, and settlement of claims for injury, death or damage arising out of the performance of this Agreement for which it is responsible. Each party shall respond to reasonable requests by the other party as to the status of all claims presented for which the requesting party is responsible. The parties agree that the furnishing of such information is for the purpose of keeping each other informed, as potential co-defendants, with respect to such claims, is a privileged co-defendant communication, does not waive the attorney-client, attorney work product or any other applicable privilege and shall not be admissible in any action or proceeding of any kind whatsoever as an admission or concession of liability or for any other purpose whatsoever, nor shall any such information exchanged be admissible as evidence of liability to, or damages allegedly suffered by any claimant.

B. JPB's Responsibilities and Requirements

The JPB will maintain in full force and effect during the entire term of the Agreement and any extension period, unless otherwise determined by the JPB pursuant to Section 13.A.2, the following insurance:

1. Minimum Types and Scope of Insurance

a. Railroad Liability, General Liability Insurance and Business Automobile Liability.

The JPB shall maintain at all times at its own cost and expense Railroad Liability, General Liability and Business Automobile Liability insurance coverages for bodily injury and property damage coverage with an each accident limit of at least Two Hundred Million Dollars (\$200,000,000) per occurrence or claim and a general aggregate limit of at least Two Hundred Million Dollars (\$200,000,000). The JPB may elect, at its sole discretion, to maintain a single limit and aggregate limit greater than Two Hundred Million Dollars (\$200,000,000). The JPB's Railroad Liability and General Liability insurance coverage shall be primary and cover the JPB's own liability and any liability arising out of work or services performed under this Agreement by the JPB and/or its CONTRACTOR. The JPB's Railroad Liability and General Liability coverage will be excess to any applicable Railroad Protective Liability of the CONTRACTOR or the CONTRACTOR's subcontractors as required in Section 13.A.1.d. of this Agreement. The JPB's Business Automobile Liability insurance coverage in the JPB's policy shall be excess to the Business Automobile Liability coverage required of the CONTRACTOR in Section 13.A.1.b. of this Agreement. Per the JPB's current specifications which could change over time, the policy will cover the JPB's operations and regularly scheduled trains plus coverage for up to 50 Shuttle vans/buses; excursion trains; five historical train trips by Steam Engines; special trains for events such as San Francisco Giants games; and, for liability arising out of actions of contractors engaged in maintenance or improvements on the JPB's right of way.

(1) This insurance shall include one reinstatement of aggregate limits and coverage for, but not be limited to:

- Premises and operations
- Products and completed operations
- Personal injury including discrimination and humiliation
- Advertising injury
- Railroad operations evacuation coverage
- Limited seepage, pollution and contamination coverage for railroad operations
- Business Automobile Liability excess of \$10,000,000 for all vehicles used by the CONTRACTOR and for the Shuttle van/bus program
- Certified Terrorism coverage

(2) Such insurance shall include the following endorsements as further detailed in the Endorsements section below:

- Named Insured
- Separation of Insureds Clause or Joint and Several
- Waiver of Subrogation

Liability Clause

The JPB shall have the right to maintain self-insured retentions at any level or levels of up to a total of Ten Million Dollars (\$10,000,000) per occurrence.

CONTRACTOR will cooperate fully with the JPB in the JPB's filing claims with and recovering payments due from the JPB's insurers. In the event said insurance policy is cancelled for any reason, then the JPB shall replace said policy during the notification period with another policy in like amount and coverage protection.

b. Property Insurance.

The JPB will maintain at its own cost and expense Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property.

This insurance shall include coverage for, but not be limited to covering the Service Property and Service Equipment. For the purposes of this provision, the Service Equipment will include the work engines and other specialized Rolling Stock used in Work Train service plus all construction work equipment owned, operated or leased by CONTRACTOR or the JPB.

CONTRACTOR shall notify the JPB Risk Management Department of the specific nature (i.e. equipment type, manufacturer, model number, identification number, age, condition, cost, intended use, etc.) of any and all such Service Equipment acquired and/or to be operated by CONTRACTOR in the performance of service in advance of such Service Equipment

being placed in service in order for such equipment to be insured by the JPB under this provision. Failure to adhere to this requirement may result in CONTRACTOR's responsibility for loss. CONTRACTOR will be liable for claims and damages to such equipment at its sole cost. Service Equipment does not include Automobiles registered and licensed for road use. CONTRACTOR will cooperate fully with the JPB in filing claims with and recovering payments from the JPB's insurers.

2. Endorsements

a. Named Insured.

The JPB's Railroad, General Liability and Automobile policies including Excess or Umbrella policies shall include CONTRACTOR as a Named Insured with respect to the ownership and operations of the JPB.

b. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation.

c. 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, CONTRACTOR, and the Union Pacific Railroad Company as Named Insureds and/or Additional Insureds shall not in any way affect their rights either as respects any claim, demand, suit or judgment made, brought or recovered against any other Named Insureds or Additional Insured. The purpose of this coverage is to protect CONTRACTOR, the Named Insureds and the Additional Insureds 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.

3. Evidence of Insurance.

Prior to issuance of a transmittal identifying the Effective Date of this Agreement or entering onto the Property, the JPB shall provide CONTRACTOR with a certificate(s) evidencing coverage on the insurance described under B.1 above. The certificate shall also show that the JPB's policy(ies) will not be cancelled without 60 days' prior written notice to CONTRACTOR.

4. General Provisions

a. Notice of Cancellation.

The policies shall provide that the JPB's policies will not be cancelled without 60 days' prior written notice to CONTRACTOR.

b. Acceptable Insurers.

All policies will be issued by insurers with a Best's Rating of A- 10 or better.

c. Self-insurance.

The JPB's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

d. Failure to Maintain Insurance.

All insurance specified above shall remain in force until termination of this Agreement. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

e. 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:

(1) Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(2) The JPB shall make every effort to maintain similar insurance for at least two (2) years following termination of the Agreement, including the requirement of adding all additional insureds.

(3) If insurance is terminated for any reason, the JPB agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

(4) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

f. Deductibles and Retentions.

The JPB shall be responsible for payment of any deductible or retention on the JPB's policies.

g. Claims Costs.

Each of the parties will be responsible for the investigation, administrative handling, and settlement of claims for injury, death or damage for which it is responsible arising out of the performance of this Agreement. Each party shall respond to reasonable requests by the other party as to the status of all claims presented for which the requesting party is responsible. The parties agree that the furnishing of such information is for the purpose of keeping each other informed, as potential co-defendants, with respect to such claims, is a privileged co-defendant communication, does not waive the attorney-client, attorney work product or any other applicable privilege and shall not be admissible in any action or proceeding of any kind

whatsoever as an admission or concession of liability or for any other purpose whatsoever, nor shall any such information exchanged be admissible as evidence of liability to, or damages allegedly suffered by any claimant.

14. CONTRACTOR'S STATUS

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

CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the JPB, which shall not be unreasonably withheld, except for service firms engaged in drawing, reprographics, typing, and printing. Any subcontractors must be engaged under written contract with CONTRACTOR, will be considered as employees or agents of CONTRACTOR, and shall be subject to all applicable provisions of this Agreement. All subcontractors shall be experienced in and qualified to perform, and knowledgeable about, the subcontracted work. Copies of all subcontracts shall be provided to the JPB upon written request.

When subcontracted work is not being performed in a manner satisfactory to the JPB, the subcontractor shall be removed immediately on the written request of the JPB and shall not again be employed on the work. CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the JPB shall have no obligation to them.

15. ASSIGNMENT

Neither party will assign, transfer or otherwise substitute its obligations under the Agreement without the prior written consent of the other party; provided, however that JPB may assign or transfer its obligations under this contract to a successor agency. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

16. WARRANTIES

Neither CONTRACTOR nor the JPB makes any warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

17. JPB REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the JPB, the JPB's Deputy CEO of Operations, Engineering and Construction, or such person or persons as they shall designate in writing from time to time, shall represent and act for the JPB.

18. WARRANTY OF SERVICES

A. CONTRACTOR warrants that its services will be performed in accordance with the standards set forth in the Scope of Services. In addition, CONTRACTOR shall 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 CONTRACTOR hereunder are deficient because of CONTRACTOR's or subcontractors' failure to perform said services in accordance with

the warranty standards set forth above, the JPB shall report such deficiencies in writing to CONTRACTOR within a reasonable time and allow CONTRACTOR a reasonable opportunity to cure and/or correct such deficiencies. The JPB thereafter shall have:

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

CONTRACTOR shall be responsible for all errors and omissions and is expected to pay for all re-performed work as a result of errors and omissions.

19. CLAIMS AND DISPUTES

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

CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the JPB, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the JPB due written notice of a potential claim. The potential claim shall set forth the reasons for which CONTRACTOR 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 JPB, such notice shall be given to the JPB prior to the time that CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall 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, CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the JPB, and shall be governed by all applicable provisions of the Agreement. CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves CONTRACTOR's 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 CONTRACTOR's claim, they shall pursue a dispute resolution process or termination of the Agreement.

20. REMEDIES

In the event CONTRACTOR fails, after having a reasonable opportunity to cure, to comply with the requirements of this Agreement in any way, the JPB reserves the right to implement administrative remedies which may include, but are not limited to, withholding payments and contract retentions, and termination of the Agreement in whole or in part.

21. TEMPORARY SUSPENSION OF WORK

The JPB, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as the JPB may deem necessary. The suspension may be due to the failure on the part of CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of CONTRACTOR. CONTRACTOR shall comply immediately with the written order of the JPB to suspend the work wholly or in part. In the event that a suspension of work is ordered as provided above, the CONTRACTOR shall, to the extent reasonably practicable under the circumstances, safeguard the existing work and shall take appropriate steps to ensure that the JPB's railroad operations can run safely and without interruption. Suspended work shall be resumed when CONTRACTOR is provided with written direction from JPB to resume the work.

Notwithstanding the indemnity obligations of the JPB set forth in this Agreement, if the suspension is substantially due to CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of CONTRACTOR, all costs shall be at CONTRACTOR's expense and no schedule extensions will be provided by JPB. CONTRACTOR shall not be entitled to additional compensation as a result of the suspension for any increased scope of work necessary for safe and smooth railroad operations. It is expressly understood and agreed that the JPB's ordering of a suspension of work due to any failures of the CONTRACTOR shall not prejudice the JPB's rights to obtain full reimbursement from the Contractor of all damages caused by the Contractor's failures.

In the event of a suspension of the work, CONTRACTOR shall not be relieved of responsibilities under this Agreement, except the obligations to perform the work which the JPB has specifically directed CONTRACTOR to suspend under this section.

If the suspension is not substantially the responsibility of CONTRACTOR, its suppliers, or subcontractors, suspension of all or any portion of the work under this section may entitle CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements. The CONTRACTOR shall submit in writing a request for adjustment within seven calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for the adjustment; however, no adjustment for additional time will be allowed unless the CONTRACTOR has submitted a request within the time prescribed. The CONTRACTOR will be notified by the JPB whether or not additional time or compensation is warranted.

22. TERMINATION

A. Termination for Cause

Notwithstanding any other provision of this Agreement, and in addition to any remedies or rights afforded to the JPB thereby or by law, the JPB may terminate this Agreement upon the occurrence of a material breach of this Agreement, which shall include, but not be limited to, the following:

1. CONTRACTOR's insolvency or inability to meet its obligations, or the filing of an involuntary petition in bankruptcy against it which is not dismissed within 60 calendar days, or the adjudication that it is bankrupt, or CONTRACTOR's making an assignment for the benefit of creditors, filing a petition for an arrangement, composition or compromise with its creditors under any applicable laws, or having a trustee, receiver, or other officer appointed to take charge of its assets;
2. CONTRACTOR shall have made a material misrepresentation or shall have engaged in conduct which reflects in a material adverse manner upon the operation and/or reputation of the JPB;
3. CONTRACTOR's failure to comply with a valid and applicable law, ordinance, rule, regulation or order of any legal authority that has a material impact on CONTRACTOR's ability or fitness to carry out its obligations to provide the Services;
4. CONTRACTOR shall have been convicted of or have pled no contest to any criminal charge which has a material adverse impact on its ability or fitness to operate Caltrain;
5. CONTRACTOR's failure or refusal, after notice by the JPB and a reasonable opportunity to cure, to comply with the terms of this Agreement or to perform the Services called for by this Agreement in a satisfactory manner and CONTRACTOR is not excused by any other provisions of this Agreement;
6. CONTRACTOR's assignment or subcontracting of any of its primary obligations as described in the Scope of Services under this Agreement without required prior written approval of the JPB;
7. CONTRACTOR's failure or refusal to pay losses within a permitted self-insured retention.

B. Procedure for Termination for Cause

Upon the occurrence of one of the events described in Section 22.A, the JPB shall notify the CONTRACTOR in writing of its election to terminate and of the basis for that action. The termination shall be effective no later than 10 calendar days after the date of notice, except that a termination for cause shall not become effective if CONTRACTOR shall have taken action to substantially remedy the default within that 10 day period.

C. Termination for Convenience

The JPB may, at any time, terminate the Agreement at the convenience and discretion of the JPB, upon giving at least 30 calendar days' written notice. The bases for Termination for Convenience by the JPB may include, but not be limited to, the following:

1. The abolition of the JPB or merger with another entity;
2. Legislation or court decision requiring that another entity operate the Services;
3. Funding is no longer available for the Services;

4. Secession from the JPB of a member agency, or failure of a member agency to fund its share of the Services, where the secession or failure would substantially impair the efficient provision of the Services;

5. Patronage falls so short of projections that the Services are not deemed cost effective by the JPB;

6. Legislation, regulation or court decision places on the JPB or on the operation of the Services, financial or operational burdens which are so great as to degrade service quality below acceptable levels, or imposes unforeseen and excessive (in JPB's sole discretion) liabilities on JPB, or raises costs to a level where costs of operating Caltrain are deemed to exceed benefits; or

7. JPB's reasonable determination that CONTRACTOR is operating Caltrain in an improper or undesirable manner.

In the event of Termination for Convenience, JPB shall pay CONTRACTOR, in addition to any amounts payable for work and events occurring prior to the Termination for Convenience, compensation for Direct Costs plus a fee to be negotiated by the parties added to Direct Costs for activities reasonably and necessarily incurred to effect termination. Said compensation shall constitute full and final payment for all services performed by CONTRACTOR under this Agreement.

D. Termination of Individual Work Directives

The JPB reserves the right to terminate any Work Directive at any time upon a determination that termination of the Work Directive is in the best interest of the JPB, including, but not limited to, failure of CONTRACTOR to supply an adequate work force or material of sufficient quality or any other failure in any other respect to perform the work with the diligence and force specified by the Work Directive.

23. RESPONSIBILITIES OF CONTRACTOR UPON TERMINATION, COMPLETION OR REPROCUREMENT OF AGREEMENT

In the event that CONTRACTOR is terminated or is not selected or designated as the Caltrain contractor beyond the term of this Agreement, CONTRACTOR shall be obligated to carry out such Agreement termination and transition activities as may be required by the JPB to preserve and protect the operational integrity of Caltrain and to help effect a smooth transition to the successor contractor. CONTRACTOR's attention is directed to the Scope of Services.

During the JPB's reprocurement of this Agreement and in accordance with California Labor Code Section 1072, CONTRACTOR will be required within a reasonable time, to provide to the JPB the number of employees who are performing services under this Agreement and the wage rates, benefits, and job classifications of those employees. In addition, CONTRACTOR shall make this information available to any entity that the JPB has identified as a bona fide proposer to provide successor services. In the event that the successor contract is awarded to a new contractor, CONTRACTOR shall provide the names, addresses, dates of hire, wages, benefit levels, and job classifications of employees performing services under this Agreement to the successor contractor. During the reprocurement period, CONTRACTOR will also be required to provide the JPB, within 10 days of the JPB's request, copies of all current CONTRACTOR labor agreements with crafts represented in Caltrain service.

24. ASSESSMENTS

In the event that CONTRACTOR fails to perform to Agreement standards or correct noted defects or failures, the JPB reserves the right to assess CONTRACTOR in accordance with the Scope of Services.

25. FORCE MAJEURE

Each party will be excused from performance of any of its operating obligations hereunder, except obligations involving the payment hereunder of money to the other party, where such non-performance is occasioned by any event beyond its control which shall include, without limitation, any order, rule, or regulation of any Federal, State, or local government body, agent, or instrumentality, work stoppage, accident, natural disaster, civil disorder, or acts of terrorism, provided that such event is not caused by the negligence, intentional conduct or misconduct of the defaulting party and the defaulting party has used all reasonable efforts to minimize its non-performance and to overcome, remedy, or remove such event in the shortest practical time.

In the event CONTRACTOR is excused from performing its obligations hereunder for any of the aforementioned reasons, the JPB may perform all such obligations itself with its own or other personnel without liability to CONTRACTOR thereof. Further, in the event CONTRACTOR is excused from performing its obligations hereunder for any of the aforesaid reasons for a period of 30 days or longer, the JPB will have the option to immediately terminate the Contract by giving CONTRACTOR written notice thereof. Such termination shall be treated as a Termination for Convenience pursuant to Section 22.C.

26. COMPLIANCE WITH LAW

The CONTRACTOR shall keep itself fully informed of all existing and future Federal and State laws, county or municipal laws, ordinances or regulations and consent decrees which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. CONTRACTOR shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. Neither the JPB nor the DISTRICT will be responsible or liable for fines, penalties or liabilities arising out of CONTRACTOR's violations of said laws, and CONTRACTOR shall indemnify, protect, defend and save the JPB and the DISTRICT and their respective officers, agents and employees harmless from all fines, penalties and liabilities that may arise out of CONTRACTOR's violations of said laws and regulations; provided, however, that the JPB shall defend, indemnify and hold harmless CONTRACTOR from all fines, penalties and liabilities that arise out of (1) deficiencies in the condition of the Service Property other than those caused by CONTRACTOR, its employees, subcontractors, agents, representatives or invitees in performing the Services pursuant to this Agreement, (2) the acts of third parties other than those related to CONTRACTOR as listed in (1), above, or (3) the absence of required environmental permits at any facilities provided by the JPB for operation of the Services. Nothing in this section is intended to amend or supersede the indemnity obligations of the JPB as set forth in Section 12. As the JPB is the entity that owns or controls the Service Equipment and Service Property, the parties specifically agree that, except as provided in the Scope of Services as between CONTRACTOR and the JPB, the JPB is responsible for any facilitation of appropriate financial support for any modification to or replacement of Service Equipment or Service Property that is required by law, including the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973,

Section 16 of the Federal Transit Act, the Clean Air Act, and the Federal Water Pollution Control Act.

27. RIGHTS OF JPB UPON TERMINATION OR EXPIRATION OF AGREEMENT AND WAIVER OF CLAIMS

Upon expiration or earlier termination of the Agreement, the JPB will have the right to provide Caltrain service by means of its own employees and Service Equipment or pursuant to contract with other carrier(s), or otherwise. Under such circumstances, CONTRACTOR agrees to forever waive any claim, of any sort or nature, against the JPB or the DISTRICT based upon the JPB's or the DISTRICT's operation, or contracting for the operation, of Caltrain or any portion of it.

In addition, as further consideration for the compensation to be paid by the JPB to CONTRACTOR for the provision of services called for by the Agreement, CONTRACTOR will waive any right that it otherwise might have to claim entitlement to benefits afforded to private mass transportation companies under any applicable law or to existing systems under the provision of Sections 103000, et seq. of the California Public Utilities Code, as said provisions now exist or hereafter may be amended. CONTRACTOR also hereby forever waives any claims of unfair competition that it otherwise might assert, and forever waives any rights that otherwise might accrue to it under the above-mentioned provisions or under any other similar or comparable provisions of law.

28. NON-EMPLOYEE PICKETING

If employees of one party picket facilities of the other party in connection with a labor dispute between such employees and the employing party, the employing party will promptly take steps to terminate such picketing. In the event the employing party fails to act or is unsuccessful, it will reimburse the other party for reasonable legal expenses incurred by the latter in attempting to terminate such picketing.

29. NON-EXCLUSIVITY OF AGREEMENT

The Agreement is not, and will not be construed to be, the sole contract for construction, maintenance or repairs into which the JPB may enter during the term of the Agreement or as it may be extended. The JPB reserves the right to provide construction, maintenance or repair services by its own employees and equipment or pursuant to contract with other parties during the term of the Agreement.

30. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All CONTRACTOR and subcontractor/subconsultant costs incurred in the performance of this Agreement will be subject to audit. CONTRACTOR and its subcontractors/ subconsultants shall permit the JPB, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR'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 CONTRACTOR pursuant to this Agreement. CONTRACTOR shall also provide such assistance as may be required in the course of such audit. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of four years after expiration or termination of the Agreement.

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

With regard to the Performance Fee Program, the JPB, or its authorized representatives, may conduct periodic independent validation and verification of the CONTRACTOR's performance and reported results. If as a result of the independent validation and verification, it is determined that the Performance Fee amount paid to CONTRACTOR was in excess of the amount due to the CONTRACTOR, CONTRACTOR agrees to reimburse the JPB for the excess amount within 60 calendar days of written notification by the JPB.

31. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT

CONTRACTOR shall not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation (DOT) assisted contracts. Further, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 JPB deems appropriate.

32. EQUAL EMPLOYMENT OPPORTUNITY (EEO)

In connection with the performance of this Agreement CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in Federal, State, and local laws. CONTRACTOR 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, or national origin. Such actions shall 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. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

33. LABOR PROTECTIONS

A. Acknowledgment and Agreement to be Bound

CONTRACTOR acknowledges that its representatives have had an opportunity to review and assess the 13(c) arrangements and other certifying conditions required by the United States Department of Labor from time to time to permit the Federal Transit Administration to fund the JPB's grant applications in accordance with 49 U.S.C. §5333(b). CONTRACTOR acknowledges that it has been selected to operate Caltrain in part because of the JPB's reliance upon CONTRACTOR's representation that it fully understands these arrangements and other certifying

conditions and their implications and is fully capable of operating Caltrain while at all times fully complying with them. CONTRACTOR agrees to be bound by each and every arrangement to which the JPB is a party as required by the terms of those arrangements.

B. Responsibility for 13(c) Liability Arising from Changes of Agreement or CONTRACTOR

CONTRACTOR agrees that no provision of this Agreement will require it to dismiss or displace any employee or to rearrange the workforce covered by any 13(c) arrangement "as a result of the Project" as defined by the 13(c) arrangements to which CONTRACTOR has agreed to be bound. CONTRACTOR further understands that the 13(c) arrangements to which it has agreed to be bound require the JPB and CONTRACTOR to preserve and continue existing collective bargaining agreements, subject to any negotiated changes, and to staff positions for the provision of Caltrain service in compliance with the contractor-to-contractor protections of the 13(c) arrangements to which it has agreed to be bound. CONTRACTOR shall therefore be responsible for defending, and shall hold the JPB harmless from, any claims or controversies alleging any violation or breach of the 13(c) arrangements to which CONTRACTOR has agreed to be bound, whether made by CONTRACTOR's own employees, the employees of its subcontractors, or employees of any former Contractor of the JPB, arising from or related to any organization or reorganization of workforce or any modification of the terms and conditions of employment of employees hired to provide Caltrain services on the effective date of the Agreement or as a result of any increases or reductions in the level of staffing the Services thereafter, unless those later actions have been explicitly directed and required in writing by the JPB in exercising its rights under this Agreement or unless such claim or controversy is covered under Subsection C., below. Notwithstanding any other provision of this Agreement, no cost or liability for which CONTRACTOR is responsible under this paragraph shall be deemed an allowable cost payable to CONTRACTOR or a claim or liability for which CONTRACTOR is entitled to indemnification by the JPB.

C. Operating Efficiencies and Notice of Changes

CONTRACTOR understands and agrees that an important objective of this Agreement is to provide rail service to the public that is innovative and efficient. CONTRACTOR will collaborate with the JPB in an effort to identify and implement efficiencies which can be achieved while avoiding or minimizing claims or liabilities under 13(c) arrangements. The JPB agrees to indemnify and hold CONTRACTOR harmless from any 13(c) claims or liabilities arising from changes in methods or operations or any rearrangement of the workforces implemented by CONTRACTOR upon written order of the JPB following contract execution.

34. CONFLICT OF INTEREST

A. General

Depending on the nature of the work performed, a contractor of the JPB 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 JPB's employees and officials (California Government Code Sections 1090 et seq. and 87100 et seq.). During the term of this Agreement, CONTRACTOR and its employees may be required to disclose financial interests.

The CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR may be required to publicly disclose financial interests under the JPB's Conflict of Interest Code. Upon receipt, CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by the JPB.

No person previously in the position of Director, Officer, employee or agent of the JPB shall 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 CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the JPB, or any Officer or employee of the JPB, for a period of 12 months after leaving office or employment with the JPB 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

CONTRACTOR shall 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 JPB; 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.

CONTRACTOR shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, 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 CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONTRACTOR immediately shall provide the JPB with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONTRACTOR'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, the JPB becomes aware of an organizational conflict of interest in connection with CONTRACTOR's performance of the work hereunder, the JPB shall similarly notify CONTRACTOR.

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

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

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

C. Conflicts of Interest With Regard to Rolling Stock Equipment Suppliers

Additionally, CONTRACTOR shall immediately and continuously disclose potential and actual conflicts of interest with firms subject to current JPB rolling stock warranties. Particular note shall be given to commercial relationships with suppliers of rolling stock equipment, under the scope of this Agreement. Commercial relationships must be fully disclosed, including delivery dates, prices, discounts, warranties, terms, and conditions. Suppliers include, but are not limited to: 1) Subsystem suppliers, such as suppliers of door controls, brakes, wheels, prime movers, power, component repairs; 2) Suppliers of complete new or overhauled units of rolling stock; 3) Civil contractors and machinery suppliers which may have furnished and delivered the infrastructure employed by the JPB and which is currently used by the CONTRACTOR and under warranty to JPB; 4) Maintenance and janitorial service firms; 5) Professional service firms; 6) Financial service firms; and 7) Salvage and disposal firms.

Notwithstanding the JPB's indemnity obligations set forth in this Agreement, failure to comply with this Section 34 may subject CONTRACTOR to damages incurred by the JPB in addressing organizational conflicts that arise out of work performed by CONTRACTOR, or to termination of this Agreement for breach.

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 shall 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 shall 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 shall be deemed invalid or unenforceable, that provision shall 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 shall remain in full force and effect. If the final judgment of a court of competent jurisdiction or arbitrator declares that any term or provision of this Agreement is invalid or

unenforceable, the Parties agree that the court or arbitrator making the determination of the invalidity or unenforceability shall have the power, and is hereby requested under such circumstances, to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, and/or to replace any invalid or unenforceable term or provision with a term or provision which is valid and enforceable and which comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified, effective retroactively as of the date just prior to the incident giving rise to the proceeding in which the determination of invalidity is made. Under such circumstances, the court or arbitrator may request the Parties to each submit their respective proposal to the court or arbitrator and the court or arbitrator, in such event, shall select the most reasonable proposed replacement language for this Agreement.

38. NO THIRD PARTY BENEFICIARIES

Nothing in the Agreement, whether express or implied, is intended to (1) confer any rights or remedies under or by reason of the Agreement on any persons other than the parties to it and their respective successors and permitted assigns; (2) relieve or discharge the obligation or liability of any third party to a party to the Agreement; nor (3) give any third persons any right of subrogation or action over against any party to the Agreement.

39. AGREEMENT CLAIMS FILED AGAINST THE JPB

In view of the status of the DISTRICT as agent of the JPB and the status of the JPB as the signator and the real party in interest under this Agreement, any and all protections and rights prescribed for the DISTRICT hereunder are those of the JPB; any duties and obligations required of the DISTRICT hereunder are those of the JPB. Accordingly, any claims of the CONTRACTOR to enforce its rights hereunder shall be lodged exclusively against the JPB. CONTRACTOR acknowledges that it has no right to pursue any claim of any sort or nature arising out of this Agreement against the DISTRICT.

40. APPROVALS

With the exception of obligations to make payments hereunder, whenever under the terms of this Agreement either party is required to act or cease to act, and such act or cessation is subject to the approval or consent of a governmental agency not a party to this Agreement, the party required to act or cease acting shall be deemed to have complied with such requirement if, prior to the expiration of the time when it was to have acted or ceased acting, it shall have applied to such governmental agency for such approval or consent and shall continue to use its best efforts to obtain such approval or consent without delay.

41. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. CONTRACTOR 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 JPB.

42. RIGHTS AND REMEDIES

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

43. BINDING ON SUCCESSORS

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

44. SURVIVAL OF OBLIGATIONS

The expiration or termination of this Agreement pursuant to its terms shall not affect, impair, or discharge any obligations, claims, indemnifications, benefits, or rights of CONTRACTOR or the JPB which arise or accrue (or have arisen or accrued) based upon (or in any way related to) acts, omissions, or events which occurred prior to, concurrently with, or by reason of the expiration or termination of this Agreement in accordance with its terms.

45. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

46. 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 CONTRACTOR and the JPB. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

47. PERFORMANCE AND PAYMENT BONDS

Forty-five (45) days prior to the Service Date, the CONTRACTOR shall file with the JPB on the forms provided by the JPB, a performance bond and a payment bond in the amount of Ten Million dollars (\$10,000,000.00). CONTRACTOR and JPB shall each pay fifty (50) percent of all premiums and costs relating to the performance bond and payment bond.

The bonds shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal the JPB receives written formal notice by registered mail from the surety of its intent not to renew. Should a replacement bond, or other security acceptable to the JPB not be submitted within thirty (30) days of notice, CONTRACTOR shall be in default of the Contract. If the default is not cured within thirty (30) days then the JPB shall have the right to terminate the Agreement for cause pursuant to Section 22, Termination, and the CONTRACTOR shall be liable for all costs associated with the termination and securing a replacement contractor, up to the penal amount of the bond.

The bonds shall be issued by a reputable surety company(ies) acceptable to JPB with a Best Guide Rating of A or better, listed in Circular 570: Federal Treasury Listing of Qualified Sureties with a bond amount within the underwriting limitation, and authorized to execute such in the State of California. Should any surety be deemed unsatisfactory at any time by the JPB, notice will be given to CONTRACTOR to that effect, and CONTRACTOR shall forthwith substitute a new surety satisfactory to the JPB.

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:

TRANSITAMERICA SERVICES, INC.

By: *mj Scarlo*
Title: Executive Director

By: *Robert J. Smith*
Title: President

ATTEST:
By: *Wesley Matthews*
JPB Secretary

By: *Raymond L. Fenner*
Title: V.P. Corporate Development

APPROVED AS TO FORM:
By: *David J. Hill*
Attorney for the JPB

Note: If the CONTRACTOR is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of: **the President, Vice President or Chair of the Board, and the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, 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 JPB 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).

ATTACHMENT A

DIRECT COSTS AND GENERAL AND ADMINISTRATIVE OVERHEAD COSTS

A. DIRECT COSTS

All allowable, allocable and reasonable costs of labor, associated employee benefits, materials, equipment, contracted services, and other expenses incurred directly for the benefit of the performance of the Services and billed during the course of the applicable Fiscal Year shall be considered as Direct Costs. The component categories for Direct Costs are described below.

1. **Labor Costs** shall include the costs of salaries and wages (including all allowances) earned by employees while engaged in providing the Services, as well as pay for vacation, holiday, and other paid absences for those employees earned while employed in providing the Services. Costs associated with management positions dedicated full time to the Services shall be agreed upon with the JPB and shall be Direct Costs. Costs for all other management positions utilized by CONTRACTOR for performance of the Services shall not be Direct Costs.
2. **Employee Benefit and Injury Costs** shall include costs of CONTRACTOR for benefits earned by employees while engaged in providing the Services, including: insurance for disability, sickness, health, and dental coverage; for life insurance and travel insurance; and an additive for employee injuries. The FELA additive shall be applied only to the straight time, overtime and guaranteed payments for hours and days worked by non-management employees. Also included are CONTRACTOR's costs of employee savings and investment plans, pension costs accrued, Railroad Retirement or FICA taxes, and other employee benefit plans.
3. **Material Costs** shall include the costs of all materials whether issued from inventory or purchased specifically for use in providing the Services, plus a materials handling additive, including transportation costs, not to exceed 2 percent, except that the materials handling additive for rails, ties and ballast shall not exceed 1 percent.
4. **Relocation Costs** shall be limited to costs associated with the transfer of CONTRACTOR employees to or from the San Francisco Bay Area during mobilization, at the request or direction of the JPB or as required in connection with a change in service requested by the JPB.
5. **Contracted Services/Purchased Services** shall include all payments to subcontractors and suppliers for provision of goods and services that are directly identified as required for the Services.
6. **Training Costs** shall include:
 - The cost of course development by CONTRACTOR personnel of new programs requested by the JPB, provided that the JPB has approved course structure and content.

- The cost of course development, training, facilities and other associated costs that are paid to third parties and are required specifically for training for Caltrain as approved by the JPB.
 - When specifically requested by the JPB or required specifically for provision of Services, the cost of wages, benefits, and expenses of attendees when held in Caltrain service area.
7. **Equipment Costs** shall include actual rental, lease, and maintenance costs paid by CONTRACTOR for railroad equipment or equivalent rates substantiated by CONTRACTOR's equipment rental rate schedules or other such schedules, subject to the approval of the JPB.
8. **Insurance and Bonding Premiums** to meet any insurance and bonding requirements in the Agreement, except as noted otherwise in Section 13.A.1.f, Excess Railroad, General Liability and Business Automobile Liability Insurance, and Section 47, Performance and Payment Bonds.
9. **Employee Discipline Costs** associated with employee disciplinary procedures under the limited circumstances set forth in the Exhibit A, Section 2.2.A.5. of the Agreement.
10. **Other Costs** shall include directly identified expenses necessary to effectively provide the Services. Examples of such costs are:

Employee Travel at written direction of JPB	Printing and Photography
Facility Charges	Radio and Communications
Forms and Supplies	Safety Equipment
FRA Safety User Fees	Service Distribution Expenses
License Fees and Expenses	Telephone, including cellular
Medical Expenses	Vehicle Expense
Office Supplies, Equipment and Expenses	

Direct Costs shall not include the following categories of costs:

1. All costs described in Section B, General and Administrative Overhead Costs, which are not directly and exclusively identifiable to the provision of the Services.
2. Any and all assessments charged by the JPB against the CONTRACTOR during the term of the Agreement.

3. Any and all costs due to the CONTRACTOR's negligence or breach of this Agreement, unless said costs are expressly indicated in this Agreement to be borne by the JPB.
4. Any and all costs arising from CONTRACTOR's violation of any Federal, State, county or municipal laws, ordinances or regulations and consent decrees applicable to CONTRACTOR's work.

B. GENERAL AND ADMINISTRATIVE OVERHEAD COSTS

Costs included in the General and Administrative Overhead category shall include any management, financial, and other expenses that are for the general management and administration of CONTRACTOR's business as a whole. Such costs shall be permitted as allowed under Contract Cost Principles and Procedures, 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," are subject to repayment by CONTRACTOR to the JPB. CONTRACTOR shall reimburse the JPB for those costs within 60 days of written notification by the JPB.

As provided above, General and Administrative Overhead costs represent those general functions which are not directly identifiable to provision of the Services, but are, nevertheless, necessarily incurred by CONTRACTOR for the provision of the Services. The following general functions may, upon substantiation, be included in General and Administrative Overhead Costs:

Affirmative Action	Operation Lifesaver Management
Contract Administration	Operations and Maintenance Management
Corporate, Division or Strategic Business	- Engineering Staff
- Unit Management and Support	- Mechanical Engineering Staff
Crew Dispatching	- Operations Planning
Emergency Procedures	Personnel and Administration
Employee Assistance Programs	- Benefits Plans
Employee Uniforms Program Administration	- Hiring
Engineer Certification	- Personnel Records
Environmental Controls	Planning-Corporate
Financial and Accounting	Public Affairs

- Accounts Payable	Purchasing Support
- Auditing	Railroad Liaison
- Budgeting	Relocation of Management Employees
- Corporate Accounting	Rules Program Management
- Material Accounting	Safety Program Management
- Payroll	Schedule and Timetable Preparations
Government Affairs	Substance Abuse Detection
Information Systems	Training
Insurance (with the exception of those requirements expressly set forth in the Agreement)	- Course Development
Labor Relations	- Instruction
- Appeals and Litigation	- Employee Proficiency Testing
- Claims and Handling	- General Safety or Management Training not requested by the JPB or required specifically for the provision of Services
- Investigations	- All other Training not requested by the JPB or required specifically for the provision of Services
- Negotiations	
Management Reports-Corporate	
Medical Program Management	

Exclusions to General and Administrative Overhead Costs include the following:

1. Engineering Staff and Mechanical Engineering Staff excludes preparation of estimates for work performed pursuant to the Agreement.
2. Relocation of Management Employees other than relocation costs specifically identified in Section A.
3. Safety Program Management does not include safety equipment.

4. Schedule and Timetable Preparations does not include printing and distribution costs required specifically for the Services.
5. All Training and Engineer Certification costs not specifically identified above as Direct Costs are included in the General and Administrative Overhead Costs category.
6. Crew Dispatching may be a Direct Cost if a solely JPB-related function.

ATTACHMENT B

FEDERAL CONTRACT PROVISIONS AND PUBLIC WORKS REQUIREMENTS

A. FEDERAL CONTRACT PROVISIONS

This Agreement may be subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA). The following provisions in Sections A and B of this Attachment therefore apply.

A.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 sub recipients 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 shall 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 shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all Subcontracts that may involve international air transportation.

A.2. 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. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 66 1.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. All proposers must submit the appropriate Buy America certification to the JPB with their proposals, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

A.3. 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 Agreement 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 JPB (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 Agreement when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.

A.4. 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, 49 U.S.C. §§ 6321 et seq.

A.5. 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 Clear Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the JPB and understands and agrees that the JPB 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 \$100,000 financed in part or in whole with federal assistance provided by the FTA.

A.6. Recycled Products

The Contractor will comply with Section 6002 of the Resource Conservation and Recovery Act, 42 USC § 6962, as may be amended, including but not limited to the provisions of 40 CFR Part 247 and Executive Order 12873 as they apply to the procurement of recycled goods, specifically, those items enumerated in 40 CFR Part 247, Subpart B. The Contractor shall include this requirement in any subcontract under this Agreement valued at over \$10,000.

A.7. 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 JPB. Contractor shall ensure that all of its subcontractors under this Agreement shall certify the same. Prior to execution of this Agreement, Contractor shall submit the "Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements," included in Part 3 of this RFP.

The JPB is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors.

A.8. Certification Regarding Debarment and Suspension

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing this Agreement, Contractor certifies as follows:

“The certification in this clause is a material representation of fact relied upon by the JPB. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the JPB, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

A.9. Access to Records and Reports

Contractor shall provide all authorized representatives of the JPB, the FTA, the Comptroller General and the Inspector General of the United States access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain the same until the JPB, the FTA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

A.10. Federal Changes

Contractor shall 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 (16) dated October, 2009) between the JPB and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

A.11. No Federal Government Obligation to Third Parties

A. The JPB and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal

Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the JPB, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

B. 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 who will be subject to its provisions.

A.12. 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 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, 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 Agreement or the FTA assisted project for which this Agreement work 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) 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 shall not be modified, except to identify the subcontractor who will be subject to the provisions.

A.13. Government Wide Debarment and Suspension

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the JPB. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to the JPB, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A.14. Privacy Act

The following requirements apply to Contractor and any of its employees that may administer any system of records on behalf of the Federal Government under any Contract:

A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, U.S.C. §552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

A.15. Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 219. The Contractor's specific responsibilities include the following:

- A. Submit to the FRA a drug and alcohol testing program as required under 49 CFR Part 219 as soon as possible after Contract award.
- B. Obtain the FRA's approval of the drug and alcohol testing program. Submit a copy of the approved drug and alcohol testing program and a copy of the FRA's letter of approval to the JPB during the Mobilization, Transition and Start-Up period. Contractor will not be entitled to commence services related to the Basic Service Plan until a copy of FRA's letter of approval is received by the JPB.

- C. Produce any documentation necessary to establish its compliance with Part 219, including but not limited to an annual report of Contractor's drug and alcohol testing program, which shall be submitted to the JPB by February 15th for inclusion in the JPB's annual report to the FRA by March 15.
- D. Permit any authorized representative of the United States DOT, the FRA, the State Oversight Agency of the State of California, or the JPB to inspect Contractor's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 219, and to review the Contractor's testing process.

Contractor is solely responsible for ensuring that its employees, subcontractors, consultants and agents comply with 49 CFR Part 219 throughout the term of the Agreement. Moreover, Contractor is solely responsible for any delays caused as a result of Contractor's failure to comply with 49 CFR Part 219, including but not limited to any order to suspend work from the FRA.

The requirements of this section apply to all "covered work" and "covered service" under 49 CFR Part 219. The Contractor is solely responsible for determining whether it is performing "covered work" or "covered service" under 49 CFR Part 219, taking into account all amendments to the law.

A.16. 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:

1. **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 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e

note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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.

2. 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.

3. 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 C.F.R. 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.

A.17. Davis-Bacon Act Requirements (Applicable to federally-funded public works performed by Contractor/ Contractor's subcontractors)

A. Minimum wages

1. All laborers and mechanics employed or working upon the site of any qualifying construction work under the Agreement (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 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.

2. Whenever the minimum wage rate prescribed in the Agreement 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.

3. 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.

4. (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 Agreement 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:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) 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 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.

(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 Agreement from the first day on which work is performed in the classification.

B. Withholding - JPB 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 Agreement 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 Agreement. 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 Agreement, JPB 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

1. 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 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 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.

2. (a) The Contractor shall submit weekly for each week in which any work under the Agreement is performed a copy of all payrolls to JPB 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 part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors.

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 Agreement and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under 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 Agreement 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 Agreement.

(b) 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.

(c) 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.

3. 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

1. 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.

2. 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.

3. 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 3 0.

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 Agreement.

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. Agreement 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 Agreement.

I. Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Agreement shall not be subject to the general disputes clause of this Agreement. 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

1. By entering into this Agreement, 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).

2. No part of this Agreement 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).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A.18. Agreement Work Hours and Safety Standards (Applicable to federally-funded public works performed by Contractor/Contractor's subcontractors)

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 Agreement 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 therefore 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. The JPB 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.

G. The Contractor also agrees to include the requirements of 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.

A.19. Disadvantaged Business Enterprises (DBE) Policy

The Agency, a recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a DBE Program for contracts in accordance with DOT regulations.

It is the policy of the Agency to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged

Business Enterprises can compete fairly for contracts and subcontracts relating to the Agency's construction, procurement and professional services activities. To this end, the Agency has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the Program.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the Agency, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:

“The Contractor or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor or subcontractor/subconsultant 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 deem appropriate.”

Contractor shall cooperate with the Agency in meeting its commitments and objectives with regards to ensuring nondiscrimination in the award and administration of Agency's contracts and shall use its best efforts to ensure that barriers to participation of Disadvantaged Business Enterprises (DBEs) do not exist.

Contractor's attention is also directed to the amendment to the DBE regulation issued by the U.S. Department of Transportation, effective February 28, 2011. One component of the new rule is that fostering small business participation shall be actively encouraged in federally assisted contracts. The JPB will be developing specific strategies to encourage small business participation in its contracting activities, which may include requiring contractors to specify specific elements of work for subcontracting that are of a size that small businesses, including DBEs, can reasonably perform; requiring that the contractor solicit quotes from SBEs; or setting specific SBE participation goals. Contractor will cooperate with the JPB in meeting the JPB's small business commitments and objectives in the performance of this contract.

A. DBE Program

1. DBE Participation Goal. The Agency has not established a DBE goal for this Agreement. However, the Contractor is encouraged to obtain DBE participation for this Agreement.

In addition, Contractor acknowledges and understands that a participation goal for Underutilized DBEs (UDBEs) may be imposed on individual work directives or task orders financed by the Federal Highway Administration. When a UDBE participation goal applies to a work directive, the Contractor will be awarded the work directive only when it has either (1) met the goal specified in the work directive, or (2) demonstrated good faith effort to meet the goal. The Contractor will be required to satisfy one of the two foregoing requirements by providing adequate information in a form to be provided by the Agency. When applicable, the participation goal for UDBEs will be clearly

communicated before a work directive is initiated. Please refer to Subsection B (Terms As Used In This Document) for the definition of a UDBE. The Contractor will be required to submit the Local Agency DBE Information form which is hereby provided for reference at the end of this Attachment B.

2. Annual Overall Goal for DBE Participation. The Annual Overall Goals established by the Agency's Board of Directors for FY 2010 are 13% and 13.2% for FTA-assisted and FHWA-assisted contracts, respectively. This Agreement will be assisted by U.S. DOT funds. The Agency seeks the Contractor's nondiscriminatory best efforts to assist the Agency in meeting these goals.

Annual overall goals for DBE participation in Agency U.S. DOT-assisted contracts are established by the Agency's Board of Directors on a fiscal year basis. These goals reflect the availability of ready, willing and able DBEs that would be expected to participate in Agency contracts absent the effects of discrimination. The goals are calculated as a percentage of the total amount of U.S. DOT funds that the Agency expects to expend on contracting opportunities during the fiscal year. The Agency intends to meet these goals through a combination of measures including, but not limited to, implementing procedures in the bidding and award process to remove barriers to DBE participation, providing outreach to DBEs, providing technical assistance and, in some cases, establishing specific DBE contract participation goals for particular projects with subcontracting opportunities.

B. Terms As Used In This Document

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR Part 26 and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women

The Contractor is advised that there is no independent UDBE certification separate from the DBE program. DBE firms whose owners are members of one of the aforementioned underutilized groups are automatically deemed "UDBE".

- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

C. Authority and Responsibility

1. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

D. DBE Participation General Information

It is the Contractor's responsibility to be fully informed regarding the requirements of 49 CFR Part 26, and the Agency's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

1. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

2. A certified DBE may participate as a prime Contractor, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

3. If a Work Directive contains a UDBE participation goal, the Contractor will be required to document one or a combination of the following:

- a. The Contractor is a UDBE and will meet the goal by performing work with its own forces.
- b. The Contractor will meet the goal through work performed by UDBE subconsultants, subconsultants, suppliers or trucking companies.
- c. The Contractor made adequate good faith efforts to meet the goal.

4. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

5. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

6. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

E. Determining the Amount of DBE Participation

Pursuant to 49 CFR §26.55, DBE participation includes that portion of the contract work actually performed by a certified DBE with its own forces. A DBE may participate as a prime contractor, subcontractor, joint venture partner, or vendor or supplier of materials or services required by the contract. A DBE's participation can only be counted if it performs a commercially useful function on the contract as defined in 49 CFR §26.55(c). A DBE 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 DBE 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.

A prime contractor who is a certified DBE is eligible to claim all of the work in the performance of this contract toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

Materials or supplies purchased from DBEs count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

1. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

2. If the materials or supplies are purchased from a DBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

3. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

4. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

F. Contract Compliance

1. Substitution of Subcontractors. The Contractor shall not terminate a small business subcontractor at any tier for convenience and then perform the work with its own forces. If the contract or work directive has an Underutilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by using UDBEs as subcontractors or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met. The Contractor shall notify the Agency in writing of any request to substitute a small business subcontractor and provide appropriate documentation substantiating the substitution. Any substitution of a small business subcontractor on this contract is subject to the written approval of the Agency.

2. DBE Certification Status. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. Contractor shall notify the Agency of such an event. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Contractor in writing of the date of certification. The Contractor shall furnish the written documentation to the Agency.

3. Prompt Payment to Subcontractors. The Contractor shall pay any subconsultants approved by the Agency for work that has been satisfactorily performed no later than ten (10) days from the date of Contractor's receipt of progress payments by the Agency.

The Agency shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime Contractor based on these acceptances. The prime Contractor shall return all monies withheld in retention from all subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime Contractor 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 Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor; deficient subconsultant performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. In the event Contractor does not make progress payments or release retentions to the subcontractors in accordance with the time period specified herein, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

4. Reporting Requirements. The Contractor shall maintain records of all subcontractor participation in the performance of the contract, including subcontracts entered into with certified DBEs and all materials purchased from certified DBEs. The Contractor shall complete and submit with its invoice on a monthly basis the Agency's

Prompt Payment/ Utilization Report, in a form to be provided by the Agency, showing the name, address, date of payment, and the total dollar amount actually paid to each subcontractor (DBE and non- DBE alike) performing work on the contract.

If the Contractor fails to submit the monthly Prompt Payment/Utilization Report within the time period required in this section and has not received written approval for an extension, the Contractor agrees to pay a sum of fifty dollars (\$50) each day the 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 ascertain. The Agency may deduct the amount of liquidated damages from monies due Contractor.

Upon completion of the contract, a summary of subcontractor payment records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," Form CP-CEM 2402(F) to be provided by the Agency, certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Agency with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Agency.

5. Administrative Remedies. In the event the Contractor fails to comply with the DBE requirements of this contract in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of payments and contract retentions, and termination of the contract in whole or in part.

A.20. Incorporation of Federal Transit Administration (FTA) Terms

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

A.21. Subcontracting

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

A.22. Safety

The Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment or procedures. The Contractor shall comply with safety instructions issued by the JPB Safety Officer and other JPB representatives.

Contractor personnel shall wear hard hats and safety vests at all times while working on the construction project site.

A.23. Non-segregated Facilities (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

A. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

B. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

C. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

A.24. Incorporation of Federal Highway Administration (FHWA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT are hereby incorporated by reference, including Form FHWA-1271(Rev. 1-14-2009). Anything to the contrary herein notwithstanding, all FHWA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FHWA terms and conditions.

A.25. Central Contractor Registration Requirement

This Agreement may be funded in part with American Recovery and Reinvestment Act (ARRA) funds. Accordingly, pursuant to ARRA requirements, the selected Contractor and all subcontractors must have a Data Universal Numbering System (DUNS) number and Central Contractor Registration (CCR). Additional information on this requirement, and to register in the CCR database, is available at

www.ccr.gov.

Contractor must also cooperate with the JPB in meeting all of its reporting requirements under ARRA. Contractor shall provide all information required to meet such reporting requirements in a timely fashion, but in no event later than the fifth calendar day following the end of each calendar month. The ARRA Reporting Requirement form is attached and shall be used for this purpose.

A.26. Reporting Requirements

For services performed under this contract directly by the Contractor, or any sub-contractor, the following information shall be provided for each calendar quarter:

- A. The DUNS number and zip+4 code for the Contractor's and any subcontractor's headquarters.
- B. Total number of payroll hours performed directly on the project. Only report hours associated with direct jobs. Direct job hours include:
 - 1) The number of hours worked by Contractor and sub-contractor staff directly associated with the project.
 - 2) Hours shall be reported whether work is performed on or off the project site.
 - 3) A description of the number and type of jobs associated with the payroll hours cited above. Types of jobs may include but are not limited to: mechanics, administrative support personnel, laborers, construction workers, vehicle operators, and engineers.
 - 4) Total amount of payroll associated with the payroll hours cited above.

Information required in this section shall be forwarded to the JPB by the fifth calendar day following the end of each calendar quarter. Supporting documentation of the information provided herein shall be available for inspection upon reasonable advanced notice by any federal, state, or local government required audit or review. An ARRA Reporting Requirement form is attached following subsection B of this Attachment B.

A.27 Whistleblower Provision

A. The Contractor shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

- (1) gross mismanagement of an agency contract or grant relating to covered funds;
- (2) a gross waste of covered funds;
- (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- (4) an abuse of authority related to the implementation or use of covered funds; or
- (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

The Contractor shall post notice of employees' rights and remedies for whistleblower protections as required by the American Recovery and Reinvestment Act of 2009.

B. The Contractor shall include the substance of this clause in all subcontracts.

B. PUBLIC WORKS CONTRACT PROVISIONS

To the extent that public work is performed under this Agreement, the following additional contractual terms are required by California's Public Contract Code and Labor Code and shall apply to such work:

B.1. Prohibition Against Contracting with Debarred Subcontractors

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.

B.2. Use of Subcontractors

Contractor shall not subcontract any work to be performed by it under this Agreement without the prior written approval of the JPB. Contractor shall be solely responsible for reimbursing any subcontractors and the JPB shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which may be applicable to the work covered by this section of the Agreement.

B.3. Prompt Payment to Subcontractors

The Contractor shall pay any subcontractors approved by JPB for work that has been satisfactorily performed no later than ten (10) days from the date of Contractor's receipt of progress payments by JPB. Within thirty (30) days of receipt of retention by the Contractor and satisfactory completion of all work required of the subcontractor, Contractor shall release any retainage payments withheld to the subcontractor. In the event Contractor does not make progress payments or release retention to the subcontractors in accordance with the time periods in this section, Contractor will be

subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. JPB may require Contractor to provide documentation satisfactory to JPB of Contractor's compliance with this requirement as a condition of final payment and release of contract retentions, if any.

B.4. Payment Bond

Contractor shall provide a payment bond in the amount equal to one hundred percent of the value of the subcontracted work and issued by a California admitted surety. The payment bond shall provide the JPB with security for Contractor's full payment for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the Contract work applicable to this section.

B.5. Securities in Lieu of Retention

Pursuant to Public Contract Code Section 22300, the Contractor may elect, in lieu of having progress payments retained by JPB, to deposit in escrow with the JPB, or with a bank acceptable to JPB, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and JPB. If the Contractor elects to submit securities in lieu of having progress payments retained by JPB, the Contractor shall, at the request of any subcontractor performing more than 5% of the Contractor's total bid, make the same option available to the subcontractor.

B.6. Assignment of Claims

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

B.7. Third-Party Claims

Pursuant to Public Contracts Code Section 9201, JPB shall have full authority to compromise or otherwise settle any claim relating to the Contract at any time. JPB shall provide for timely notification to the Contractor of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.

B.8. Claims Procedures

Claims up to \$375,000 are subject to the provisions of Public Contract Code Sections 20104-20104.6. For claims of fifty thousand dollars (\$50,000) or less, JPB shall respond in writing to any written claim within forty-five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims JPB may have against the Contractor. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), JPB shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims JPB may have against the Contractor.

If the Contractor disputes JPB's response, or if JPB fails to respond within the time prescribed, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 15 days of JPB's response or failure to respond. In the event that the meet and confer conference is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

For claims over \$375,000, JPB shall respond in writing within 90 days of receipt of the claim, or request additional documentation supporting the claim within 45 days of receipt of the claim. If additional documentation is requested, JPB will respond in writing to the claim within 30 days of the additional documentation, or within a period of time no greater than that taken by the claimant in providing the additional information, whichever is greater. If the Contractor disputes JPB's response, or if JPB fails to respond within the time prescribed, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute within 15 days of JPB's response or failure to respond. In the event that the meet and confer conference is unsuccessful, Contractor must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

B.9. Utility Relocation

Pursuant to California Government Code Section 4215, if during the course of the work the Contractor encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify JPB in writing. Where necessary for the work of the Contract, JPB will amend the contract to adjust the scope of work and the compensation to allow the Contractor to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions from JPB, then it shall be liable for any or all damage to such utilities or other work of the Contract which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

B.10. Excavation

In accordance with state law (Public Contract Code Section 7104), with respect

to any work involving digging trenches or excavations that extend deeper than four feet, the Contractor shall notify JPB promptly in writing of any of the following conditions: (a) material that the Contractor believes may be hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; (c) unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. Contractor shall notify JPB of such conditions prior to disturbing them, and shall await direction from JPB as to how to proceed.

B.11. Trench Safety

For all contracts over \$25,000, excavation for any trench 5 feet or more in depth shall not begin until the Contractor has received approval from JPB, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall be submitted at least 5 days before the Contractor intends to begin excavation for the trench and shall 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 shall 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 shall 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.

B.12. Contractor's License Requirements

Contractor and any approved subcontractors shall hold such current and valid Contractor's Licenses as required by California Law.

B.13 Labor Code Requirements

In the performance of this Agreement, Contractor's attention is directed to the following requirements of the Labor Code:

Hours of Labor. Eight hours labor constitutes a legal day's work. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the Agreement is made or awarded, forfeit \$25 for each worker employed in the performance of the Agreement by the Contractor or any subcontractor under the Contractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code Section 1813. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor Code and notwithstanding any stipulation inserted in any contract pursuant to the requirements of these sections, work performed by employees of the Contractor or subcontractor in excess of 8 hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of 8 hours per day and in excess of 40 hours during any one

week at not less than 1 and 1/2 times the basic rate of pay, as provided for in Section 1815. In addition, Contractor/subcontractor may be required to pay double the basic rate of pay for all hours worked in excess of 12 hours in any workday and under other circumstances. (See California Code of Regulations sections 16100(c)(6), 16200(a)(3)(F) and applicable prevailing wage.

Labor Non-Discrimination. Section 1735 of the Labor Code states that the Contractor shall not discriminate against any employee who is employed for public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age of such persons, except as provided in Section 12940 of the Government Code. (determinations.)

Prevailing Wages. The Contractor and any subcontractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor shall, as a penalty, forfeit to the state or political subdivision not more than \$50 for each calendar day, or portion thereof, for each worker paid less than the prevailing rate as determined by the Director of Industrial Relations for the work or craft in which the worker is employed under the Agreement. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of whether the failure to pay the correct rate of per diem wages was due to the Contractor's good-faith mistake, and on the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations. In addition to said penalty, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

If a worker employed by a subcontractor on a public works project, as defined by Labor Code Section 1720, is not paid at least the general prevailing per diem wages by the subcontractor, the Contractor shall not be liable for the penalties described above unless the Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with all of the following requirements:

The contract executed between the Contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

Upon becoming aware of the subcontractor's failure to pay at least the specified prevailing rate of wages to the subcontractor's workers, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public work project.

Prior to making final payment to the subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid at least the specified general

prevailing rate of per diem wages to the subcontractor's employees on the public works project and any amount due pursuant to section 1775 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers at least the general prevailing rate per diem wages. If the Division of Labor Standards Enforcement determines that the employees of a subcontractor were not paid at least the general prevailing rate of per diem wages and if the JPB did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of money due the subcontractor sufficient to pay those employees the general rate of per diem wages if required by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wages complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor shall pay all money retained from the subcontractor to the JPB. This money shall be retained by the JPB pending the final decision of an enforcement action.

Prevailing wage rates for this project are available at the DIR's web site www.dir.ca.gov/dlsr/pwd/index.htm, or from the JPB's Labor Compliance Officer at 1250 San Carlos Ave., San Carlos, CA 94070. In the event that the Contractor intends to utilize categories of workers different from, or in addition to, those anticipated by the JPB, it shall be Contractor's responsibility to bring such categories of workers to the JPB's attention immediately, and to obtain the appropriate wage rate from the Department of Industrial Relations (with the JPB's assistance if necessary). (See Title 8 California Code of Regulations Section 16202.)

The Contractor shall post general prevailing wage rates at a prominent place at the site of the work.

Pursuant to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204, changes in general prevailing wage determinations shall apply to the project only if issued by the Director of Industrial Relations prior to the date of the JPB's invitation for bids.

Coordination with California Prevailing Wages. When both California and Federal prevailing wage rates apply, the Contractor and any subcontractors shall pay their workers the higher of the two rates. To the extent that contract provisions required by the FTA and state law are inconsistent, the Contractor is responsible for complying with the more comprehensive or stricter requirements. The Contractor and any subcontractors shall insert this clause in any lower tier contract. Federal prevailing wages, if applicable, are contained in the Special Conditions.

Payroll Records. The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with these provisions by its subcontractors.

The Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

The payroll records enumerated under Labor Code Section 1776 (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

A certified copy of all payroll records enumerated in Labor Code Section 1776 (a) shall be made available for inspection or furnished upon request to a representative of the JPB, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

A certified copy of all payroll records enumerated in Labor Code Section 1776 (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the JPB, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Labor Code Section 1776 (b) (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

Contractor and each subcontractor shall file a certified copy of the records enumerated in Labor Code Section 1776 (a) with the entity that requests such records within 10 days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the JPB or the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be redacted in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor shall not be redacted.

The Contractor shall inform the JPB of the location of records enumerated under Labor Code Section 1776 (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

The Contractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in Labor Code Section 1776 (a). Failure to comply after such 10-day period will subject Contractor to a penalty to the state or the

political subdivision on whose behalf the contract is made or awarded, in the amount of \$25 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

The penalties specified in the preceding paragraph for non-compliance with the provisions of said Section 1776 may be withheld from any monies due or which may become due to the Contractor.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the Agreement.

Submittal of Payroll Records. Certified payroll records shall be submitted weekly to the JPB through LCPtracker™, a web-based system at www.lcptracker.com. Contact LCPtracker (LCP) directly to determine if your payroll system is compatible with this no-charge reporting system or if a software upgrade is necessary. Any software upgrades required for interface with LCPtracker shall be at the Contractor's sole expense. Contact the JPB's LCP administrator at (650) 508-6424 for additional assistance or information. Pursuant to Labor Code Section 1771, the JPB may withhold contract payments when payroll records are delinquent or inadequate. A payroll will be considered delinquent if it is not submitted within 4 weeks after the reported week ending date. In the event that no work has performed during a given week, a Statement of Non-Performance shall be submitted.

Apprentices. The Contractor shall fully comply with the requirements of Sections 1777.5 and 1777.6 of the California Labor Code and the regulations of the California Apprenticeship Council. In accordance with Section 1777.5, the Contractor shall secure the necessary certificates and shall contribute to the apprenticeship fund or funds, as provided for therein. The Contractor shall require each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work to comply fully with Sections 1777.5 and 1777.6 of the Labor Code. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the State Division of Apprenticeship Standards and its branch offices.

Contractors, as defined in the CCR Section 228 to include general, prime, specialty or subcontractor, shall employ registered apprentice(s), as defined by Labor Code Section 3077, during the performance of a public work project in accordance with the required one hour of work performed by an apprentice for every five hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in Labor Code Section 1777.5 or this subchapter. Unless an exemption has been granted, the contractor shall employ apprentices for the number of hours computed above before the end of the Agreement.

Prevailing Wages for Signal Work. The Work may require the performance of Railroad Signal Work. There are currently no general prevailing wage determinations for railroad signalmen issued by the California Department of Industrial Relations, as this is not a separately recognized category of work. The DIR has advised that railroad signal work should be paid the prevailing wage rates applicable to electricians. In particular, work involving the installation of conduit and track switches should be compensated at

no less than the rate of pay for Electrician: Inside Wireman, and the installation of conduit less than ten (10) feet in length should be compensated at no less than the rate of pay for Electrician: Communication and System Installer. In addition, finishing of structural concrete in connection with signal work should be paid in accordance with the prevailing wage rates for Cement Mason, and excavation and trenching in connection with signal work should be paid in accordance with the prevailing wage rates for either Operating Engineer (Heavy and Highway Work) or Laborer.

B.14 Payment of Workers' Compensation

By executing this Agreement, Contractor certifies the following:

"I am 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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

B.15. Examination and Audit of Records

Pursuant to Government Code Section 8546.7, Contractor shall retain all project-related records for a period of 3 years after final payment on this Agreement, which shall be subject to audit or inspection by the JPB or the State Auditor during this period. Notice of Taxable Possessory Interest (Rev. and Taxation Code section 107.6). In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Trade Contractor will be responsible.

B.16. Notice of Taxable Possessory Interest

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Trade Contractor will be responsible.

ARRA Reporting Requirement

CONTRACT NO. 10-PCJPB-S-025 - RAIL OPERATIONS, MAINTENANCE, AND SUPPORT SERVICES

CONTRACTOR: _____

Work Directive Number:

Work Directive Title:

Contractor must cooperate with the JPB in meeting all its reporting requirements under ARRA and shall provide all information required to meet such reporting requirements in a timely fashion, but in any event no later than the 5th day following the end of each month.

For services performed under this contract directly by **the contractor, or any sub-contractor**, the following information shall be provided for each calendar quarter:

- C. The DUNS number, or, if a DUNS number is not available, the zip+4 code for the contractor's and any subcontractor's headquarters

- D. Total number of payroll hours performed directly on the project
 - a. Only report hours associated with direct jobs. Direct job hours include:
 - 1) The number of hours worked by **contractor and sub-contractor** staff directly associated with the project
 - 2) Hours shall be reported whether work is performed on or off the project site

- E. A description of the number and type of jobs associated with the payroll hours cited above. Types of jobs may include but are not limited to: mechanics, administrative support personnel, laborers, construction workers, e.g. electricians, plumbers, vehicle operators, and engineers. (quarterly)

- F. Total amount of payroll from direct salaries associated with the payroll hours cited above, excluding fringe benefits and overhead.

Information required in this section shall be forwarded to the JPB by the fifth calendar day following the end of each month. Supporting documentation of the information provided herein shall be available for inspection upon reasonable advanced notice by any federal, state, or local government required audit or review.

Signature: _____

By: _____

Title: _____

Date: _____

**INSTRUCTIONS - LOCAL AGENCY DBE INFORMATION
(CONTRACTOR CONTRACTS) (Revised 03/09)**

CONTRACTOR:

The form requires specific information regarding the contractor contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Work Directive Date, and Contractor's Name.

The form has a column for the Description or Services to be subcontracted by DBEs. The DBE should provide a certification number to the prime contractor. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime contractor's and subcontractor's certification numbers. The Contractor shall indicate all work to be performed by DBEs including, if the Contractor is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column (if 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Attachment B, Section A.19 Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

**GENERAL DECISION FOR CALIFORNIA WAGE DETERMINATIONS
(DAVIS BACON) DATED AUGUST 12, 2011.**

General Decision Number: CA100029 08/12/2011 CA29

Superseded General Decision Number: CA20080029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and
Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings,
Madera, Mariposa, Merced, Monterey, San Benito, San Francisco,
San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and
Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	06/11/2010
5	06/25/2010
6	07/02/2010
7	07/09/2010
8	08/13/2010
9	08/20/2010
10	08/27/2010
11	09/03/2010
12	09/10/2010
13	10/08/2010
14	10/15/2010
15	10/29/2010
16	11/19/2010
17	12/03/2010
18	01/21/2011
19	01/28/2011
20	02/11/2011
21	02/18/2011
22	03/18/2011
23	04/08/2011
24	05/13/2011
25	05/27/2011
26	06/03/2011
27	06/24/2011
28	07/01/2011
29	07/15/2011

30	07/22/2011
31	07/29/2011
32	08/05/2011
33	08/12/2011

ASBE0016-001 04/01/2011

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,
 MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA
 CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,
 EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA,
 MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS,
 SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU,
 SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 51.80	16.75
Area 2.....	\$ 40.65	16.75

 ASBE0016-004 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 15.18	2.80

 BOIL0549-001 01/01/2009

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
 CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1.....	\$ 40.17	22.32

Area 2.....	\$ 37.01	22.25

BRCA0003-001 08/01/2008		
	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.12

BRCA0003-003 08/01/2008		
	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

BRCA0003-005 05/01/2011		
	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced....	\$ 34.11	19.34
(7) San Francisco, San Mateo.....	\$ 39.85	22.00
(8) Alameda, Contra Costa, San Benito, Santa Clara.....	\$ 39.63	19.92
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....	\$ 35.11	18.99
(16) Monterey, Santa Cruz...	\$ 35.91	22.42

BRCA0003-008 07/01/2010		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.30	13.77
TERRAZZO WORKER/SETTER.....	\$ 39.30	21.20

BRCA0003-011 01/01/2011		
AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz		
AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne		
AREA 3: Fresno, Kings, Madera, Mariposa, Merced		
	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.44	12.31
Area 2.....	\$ 21.26	12.44
Area 3.....	\$ 21.01	11.58
Tile Layer		
Area 1.....	\$ 38.61	13.73

Area 2.....	\$ 34.41	13.68
Area 3.....	\$ 29.78	13.10

 CARP0022-001 07/01/2011

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

 CARP0034-001 07/01/2011

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician.....	\$ 36.75	28.04
Diver standby.....	\$ 41.43	28.04
Diver Tender.....	\$ 40.43	28.04
Diver wet.....	\$ 82.86	28.04
Manifold Operator (mixed gas).....	\$ 45.43	28.04
Manifold Operator (Standby).....	\$ 40.43	28.04

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
 Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2011

	Rates	Fringes
Piledriver.....	\$ 36.75	28.04

CARP0035-007 07/01/2010

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.11	14.98
Installer II.....	\$ 18.68	14.98
Lead Installer.....	\$ 25.56	15.48
Master Installer.....	\$ 29.78	15.48
Area 2		
Installer I.....	\$ 19.46	14.98
Installer II.....	\$ 16.51	14.89
Lead Installer.....	\$ 22.43	15.48
Master Installer.....	\$ 26.06	15.48
Area 3		
Installer I.....	\$ 18.51	14.98
Installer II.....	\$ 15.74	14.98
Lead Installer.....	\$ 21.31	15.48
Master Installer.....	\$ 24.73	15.48

CARP0035-008 08/01/2011

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	25.28

Area 2.....	\$ 31.62	25.28
Area 4.....	\$ 30.77	25.28
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	14.44
Area 2.....	\$ 15.81	14.44
Area 4.....	\$ 15.39	14.44

 CARP0152-001 07/01/2011

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

 CARP0152-002 07/01/2011

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.32	24.84
Journeyman Carpenter.....	\$ 31.17	24.84
Millwright.....	\$ 33.67	26.43

 CARP0152-004 07/01/2011

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84

Millwright.....\$ 32.77 26.43

CARP0217-001 07/01/2011

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP0405-001 07/01/2011

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

CARP0405-002 07/01/2011

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.77	24.84
Journeyman Carpenter.....	\$ 31.62	24.84
Millwright.....	\$ 34.12	26.43

CARP0505-001 07/01/2011

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.77	24.84
Journeyman Carpenter.....	\$ 31.62	24.84
Millwright.....	\$ 34.12	26.43

 CARP0605-001 07/01/2011

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.77	24.84
Journeyman Carpenter.....	\$ 31.62	24.84
Millwright.....	\$ 34.12	26.43

 CARP0701-001 07/01/2011

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84
Millwright.....	\$ 32.77	26.43

 CARP0713-001 07/01/2011

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	24.84
Journeyman Carpenter.....	\$ 37.50	24.84
Millwright.....	\$ 37.60	26.43

 CARP1109-001 07/01/2011

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	24.84
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	24.84
Journeyman Carpenter.....	\$ 30.27	24.84
Millwright.....	\$ 32.77	26.43

 ELEC0006-001 12/01/2008

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO,
 SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for

which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 12/01/2010

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 53.05	22.69

ELEC0006-008 12/01/2006

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 23.47	3%+10.65
Technician.....	\$ 26.72	3%+10.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100-002 06/01/2011

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.85	3%+16.30

ELEC0100-005 12/01/2010

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer.....	\$ 26.29	12.77
Technician.....	\$ 29.93	12.90

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at

the electrician wage rate, when either of the following two
 (2) conditions apply:
 1. The project involves new or major remodel building trades
 construction.
 2. The conductors for the fire alarm system are installed in
 conduit.

 ELEC0234-001 06/01/2010

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.20	21.49

 ELEC0302-001 06/01/2011

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 52.49	3%+20.95
ELECTRICIAN.....	\$ 46.21	3%+20.95

 ELEC0332-001 05/30/2011

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 55.86	27.706
ELECTRICIAN.....	\$ 48.57	27.487

FOOTNOTES: Work under compressed air or where gas masks are
 required, or work on ladders, scaffolds, stacks, "Bosun's
 chairs," or other structures and where the workers are not
 protected by permanent guard rails at a distance of 40 to
 60 ft. from the ground or supporting structures: to be paid
 one and one-half times the straight-time rate of pay.
 Work on structures of 60 ft. or over (as described above):
 to be paid twice the straight-time rate of pay.

 ELEC0595-001 06/01/2010

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 50.06	23.67+3%
ELECTRICIAN.....	\$ 44.50	23.67+3%

 ELEC0595-002 06/01/2011

CALAVERAS AND SAN JOAQUIN COUNTIES

Rates	Fringes
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CABLE SPLICER.....	\$ 37.13	20.99+7.5%
ELECTRICIAN		
(1) Tunnel work.....	\$ 34.65	20.99+7.5%
(2) All other work.....	\$ 33.00	20.99+7.5%

 ELEC0617-001 06/01/2010

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 50.00	22.33

 ELEC0684-001 07/01/2010

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	3%+16.90

CABLE SPLICER = 110% of Journeyman Electrician

 ELEC1245-001 06/01/2010

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 46.14	13.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 36.85	12.36
(3) Groundman.....	\$ 28.19	12.10
(4) Powderman.....	\$ 41.20	12.53

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
 Independence Day, Labor Day, Veterans Day, Thanksgiving Day
 and day after Thanksgiving, Christmas Day

 ELEV0008-001 01/01/2011

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 56.14	21.785

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
 rate as vacation pay credit for employees with more than 5
 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving Day, Friday after
 Thanksgiving, and Christmas Day.

 ENGI0003-008 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 38.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	22.58
AREA 2:		
(1) Leverman.....	\$ 40.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	22.58

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
 NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
 SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
 SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
 Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
 Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
 Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
 Counties
 Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
 Shasta County
 Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
 Area 2: Eastern part

 ENGI0003-018 07/01/2010

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1.....	\$ 37.77	23.00
GROUP 2.....	\$ 36.24	23.00
GROUP 3.....	\$ 34.76	23.00
GROUP 4.....	\$ 33.38	23.00
GROUP 5.....	\$ 32.11	23.00
GROUP 6.....	\$ 30.79	23.00
GROUP 7.....	\$ 29.65	23.00
GROUP 8.....	\$ 28.51	23.00
GROUP 8-A.....	\$ 28.30	23.00
OPERATOR: Power Equipment		
(Cranes and Attachments -		
AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	23.00
Oiler.....	\$ 29.39	23.00
Truck crane oiler.....	\$ 31.68	23.00
GROUP 2		
Cranes.....	\$ 36.89	23.00
Oiler.....	\$ 29.18	23.00
Truck crane oiler.....	\$ 31.42	23.00
GROUP 3		
Cranes.....	\$ 35.14	23.00
Hydraulic.....	\$ 30.79	23.00
Oiler.....	\$ 28.90	23.00
Truck Crane Oiler.....	\$ 31.18	23.00

OPERATOR: Power Equipment
 (Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 38.99	23.00
Oiler.....	\$ 29.73	23.00
Truck crane oiler.....	\$ 32.01	23.00
GROUP 2		
Lifting devices.....	\$ 37.17	23.00
Oiler.....	\$ 29.46	23.00
Truck Crane Oiler.....	\$ 31.76	23.00
GROUP 3		
Lifting devices.....	\$ 35.49	23.00
Oiler.....	\$ 29.24	23.00
Truck Crane Oiler.....	\$ 31.47	23.00
GROUP 4.....	\$ 33.72	23.00
GROUP 5.....	\$ 31.08	23.00
GROUP 6.....	\$ 28.85	23.00

OPERATOR: Power Equipment
 (Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 39.62	23.00
Oiler.....	\$ 30.07	23.00
Truck Crane Oiler.....	\$ 32.30	23.00
GROUP 2		
Cranes.....	\$ 37.85	23.00
Oiler.....	\$ 29.80	23.00
Truck Crane Oiler.....	\$ 32.08	23.00
GROUP 3		
Cranes.....	\$ 36.37	23.00
Hydraulic.....	\$ 31.42	23.00
Oiler.....	\$ 29.58	23.00
Truck Crane Oiler.....	\$ 31.81	23.00
GROUP 4.....	\$ 34.35	23.00
GROUP 5.....	\$ 33.05	23.00

OPERATOR: Power Equipment
 (Tunnel and Underground Work
 - AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.61	23.00
GROUP 3.....	\$ 31.28	23.00
GROUP 4.....	\$ 30.14	23.00
GROUP 5.....	\$ 29.00	23.00
UNDERGROUND:		
GROUP 1.....	\$ 33.77	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.51	23.00
GROUP 3.....	\$ 31.18	23.00
GROUP 4.....	\$ 30.04	23.00
GROUP 5.....	\$ 28.90	23.00

FOOTNOTE: Work suspended by ropes or cables, or work on a
 Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete)

(Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-

propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer;

Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeast border with
Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder

Area 2: Eastern Part

 ENGI0003-019 06/27/2011

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	13.42
AREA 2.....	\$ 28.64	13.42
GROUP 2		
AREA 1.....	\$ 25.04	13.42
AREA 2.....	\$ 27.04	13.42
GROUP 3		
AREA 1.....	\$ 20.43	13.42
AREA 2.....	\$ 22.43	13.42

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County
Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder
Area 2: Eastern Part

IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0036-001 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK.....	\$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LABO0036-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER.....	\$ 26.48	16.23

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day additional. Work operating a plaster mixer pump gun: \$1.00 per hour additional.

LABO0067-002 04/01/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.68	6.60
LABORER (Lead Removal)		
Area A.....	\$ 36.25	6.68
Area B.....	\$ 35.25	6.68

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

 LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

 LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN

MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82
GROUP 4.....	\$ 27.60	15.82

Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82

Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82

Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)

(1) New Construction.....\$ 26.89	15.82
(2) Establishment Warranty Period.....\$ 20.58	15.82

Landscape Laborer (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)

(1) New Construction.....\$ 25.89	15.82
(2) Establishment Warranty Period.....\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types

(except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure

pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0067-010 07/01/2010

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	16.08
GROUP 2.....	\$ 33.12	16.08
GROUP 3.....	\$ 32.87	16.08
GROUP 4.....	\$ 32.42	16.08
GROUP 5.....	\$ 31.88	16.08
Shotcrete Specialist.....	\$ 33.87	16.08

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-003 07/01/2009

CALAVERAS, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 27.03	14.93

LABO0073-005 07/01/2009

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is
required: \$2.00 per hour additional. Work at grinders: \$.25
per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 30.15	15.90
Gun Man \$0.75 per hour additional		

LABO0270-001 07/01/2008

SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
MASON TENDER, BRICK		
Santa Clara.....	\$ 27.93	13.48
Santa Cruz.....	\$ 26.93	13.48

FOOTNOTE: \$2.00 per hour for refractory work where
heat-protective clothing is required.

LABO0270-005 07/01/2007

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLASTER TENDER		
4 Stories and under.....	\$ 27.62	13.73
5 Stories and above.....	\$ 29.54	13.73

LABO0294-001 07/01/2009

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.03	14.93

LABO0297-001 08/01/2007

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.70	11.50

FOOTNOTE: Mixer person: \$4.00 per day additional.

* PAIN0016-001 06/01/2011

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 32.71	19.16

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.
SPRAY WORK: - \$0.50 additional per hour.
INDUSTRIAL PAINTING - \$0.25 additional per hour
 [Work on industrial buildings used for the manufacture and
 processing of goods for sale or service; steel construction
 (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

PAIN0016-003 01/01/2011

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1.....	\$ 40.37	19.47

AREA 2.....	\$ 36.24	18.07
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PAIN0016-012 01/01/2011

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,
 SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 44.87	17.41

PAIN0016-015 01/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
 COUNTIES

	Rates	Fringes
PAINTER.....	\$ 27.78	15.27
Brush.....	\$ 29.82	12.72

FOOTNOTES:
 SPRAY/SANDBLAST: \$0.50 additional per hour.
 EXOTIC MATERIALS: \$1.00 additional per hour.
 HIGH TIME: Over 50 ft above ground or water level \$2.00
 additional per hour. 100 to 180 ft above ground or water
 level \$4.00 additional per hour. Over 180 ft above ground
 or water level \$6.00 additional per hour.

* PAIN0016-022 06/01/2011

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER.....	\$ 36.33	19.16

PAIN0169-001 01/01/2011

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 30.89	16.92

PAIN0169-005 01/01/2011

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
 MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 41.88	20.29

PAIN0294-004 02/01/2011

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller.....	\$ 25.67	14.57
Drywall Finisher/Taper.....	\$ 30.47	15.57

FOOTNOTE:

Spray Painters & Paperhangers recive \$1.00 additional per hour. Painters doing Drywall Patching receive \$1.25 additional per hour. Lead Abaters & Sandblasters receive \$1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) \$0.75 per hour additional.

PAIN0294-005 01/01/2011

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.83	14.33

PAIN0767-001 01/01/2011

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER.....	\$ 32.34	18.49

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2009

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 29.44	12.51
GROUP 2.....	\$ 24.23	12.51
GROUP 3.....	\$ 24.86	12.51

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic

stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

 PAIN1237-003 04/30/2011

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 27.91	7.16

 PLAS0066-002 07/01/2009

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER.....	\$ 34.13	21.15

 PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.....	\$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz.....	\$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Couonties.....	\$ 32.82	15.10
AREA 337: Monterey County..	\$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.....	\$ 32.82	15.30

 PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	18.56

 * PLUM0038-001 07/01/2011

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter).....	\$ 57.75	39.74

* PLUM0038-005 07/01/2011

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 46.96	28.85

PLUM0062-001 07/01/2011		

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 40.55	21.83

PLUM0159-001 05/01/2011		

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....	\$ 49.33	26.39
(2) All other work.....	\$ 50.22	26.64

PLUM0246-001 07/01/2011		

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.45	22.08

PLUM0246-004 07/01/2006		

FRESNO, MERCED & SAN JOAQUIN COUNTIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN).....	\$ 13.00	7.30

PIPE TRADESMAN SCOPE OF WORK:

Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering,

mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

 PLUM0342-001 07/01/2011

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY.....	\$ 51.21	29.79
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY.....	\$ 21.51	29.79

 PLUM0355-004 07/01/2011

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter.....	\$ 28.20	7.65

 PLUM0393-001 07/01/2011

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 53.66	25.33

 PLUM0442-001 07/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....	\$ 35.95	22.18

 PLUM0467-001 05/01/2011

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter...	\$ 53.90	25.61

ROOF0027-002 09/01/2010		

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER.....	\$ 27.65	8.07

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

 ROOF0040-002 08/01/2010

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 33.33	11.04

ROOF0081-001 08/01/2009		

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer.....	\$ 30.95	12.65

ROOF0081-004 08/01/2009		

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER.....	\$ 24.56	12.60

ROOF0095-002 08/01/2009		

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman.....	\$ 30.32	9.29
Kettle person (2 kettles);		
Bitumastic, Enameler, Coal		

Tar, Pitch and Mastic worker.....	\$ 33.32	9.29
Kettleman (2 kettles), Bitumastic Enameler, Coal Tar, Pitch & Mastic.....	\$ 33.73	9.89

 * SFCA0483-001 08/01/2011

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE).....	\$ 50.59	23.70

 SFCA0669-011 04/01/2011

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
 COUNTIES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.75

 SHEE0104-001 07/01/2009

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
 CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER AREA 1: Mechanical Contracts under \$200,000.....	\$ 43.32	26.40
All Other Work.....	\$ 47.73	26.67
AREA 2.....	\$ 37.32	3%+22.45
AREA 3.....	\$ 39.25	22.26

 SHEE0104-015 07/01/2009

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
 MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal		

truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on
a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**Provision of Rail Operations, Maintenance and Support Services
10-PCJPB-S-025**

EXHIBIT A

**Conformed Request for Proposals
Part Two – Scope of Services**

PART 2 – SECTION 1 INTRODUCTION

2.1.A. CALTRAIN OVERVIEW

Caltrain is the commuter rail service operated by the Peninsula Corridor Joint Powers Board (JPB), a partnership among Santa Clara, San Mateo and San Francisco counties. Once the partnership was formed, Caltrain service was transferred from the state of California to the JPB in 1992. Caltrain operates along 77 miles of right of way between San Francisco and Gilroy through San Jose. Fifty-two miles of right of way from San Francisco to San Jose are owned and dispatched by Caltrain with the remainder of the distance owned and dispatched by the Union Pacific Railroad (UP). Freight operates along Caltrain tracks in accordance with an adopted trackage rights agreement between the JPB and UP. Caltrain hosts not only freight but all of the railroads hosted by the UP, including Capitol Corridor, Altamont Commuter Express and Amtrak Long Distance. All of these services interact on the right of way south of CP Coast in the City of Santa Clara where the UP main track joins the Caltrain right of way. On its right of way, Caltrain is responsible for all maintenance including signal, track and structures, facilities and stations and revenue and non-revenue vehicles.

Caltrain's operator will be responsible for all operational activities of Caltrain service, as well as the maintenance of all of Caltrain's fleet and infrastructure. They also will play a pivotal role in providing planning support for all aspects of service and maintenance. To be successful, the Contractor must provide an experienced team that is motivated with proven leadership skills to lead a workforce that is well-trained, professional, motivated and retained under applicable Federal mandates for labor protection and collective bargaining.

The JPB is looking for a Contractor to continue Caltrain's success in delivering safe, reliable and high-quality service, improving its product, and attracting additional riders. The JPB also is looking for a Contractor to bring rail expertise in a dynamic and changing environment. Caltrain's future service plans include shared-use service with Caltrain operating a fully electrified system of European standard Electric Multiple Unit (EMU) vehicles, full Positive Train Control and integrated with California High Speed Rail. The JPB is committed to helping ensure a more sustainable future for the Bay Area. One way is through conservation of energy, water and other natural resources to reduce greenhouse gas (GHG) emissions and realize long-term cost savings. Achieving sustainability will require a process of continuous improvement, and the JPB and Contractor shall be committed to finding new and better ways to conserve resources and promote sustainability.

2.1.B. CURRENT OPERATING ENVIRONMENT

Caltrain provides daily commuter rail service to 29 stations on weekdays and 24 stations on the weekend, with an average weekday ridership of 39,000 passengers. Service is provided hourly at a minimum with 90 weekday, 32 Saturday and 28 Sunday trains. Weekday service operates between 4:30 a.m. and 1:30 a.m. with maximum frequencies of five trains per peak hour per direction. Caltrain also operates additional service for special events along the corridor throughout the year. All trains are diesel-electric

locomotive powered, operating in a push-pull mode, using a revenue fleet of 29 locomotives and 118 passenger cars. The fleet is maintained and stored at satellite light maintenance facilities in San Francisco and Gilroy, as well as at the Centralized Equipment Maintenance and Operations Facility (CEMOF) north of the San Jose depot. In addition to the revenue fleet, there is a non-revenue fleet that is used for construction and maintenance work comprised of four work locomotives and 43 other maintenance of way cars.

A Proof-of-Payment (POP) fare enforcement system is utilized with all purchases of tickets and passes from ticket vending machines (TVMs) located at all stations or the Clipper universal transit card.

All stations, support facilities, signal and communication infrastructure and JPB-owned tracks are maintained by Caltrain. The corridor is primarily two tracks with passing tracks in three segments for express trains and single track between San Jose and Gilroy. Maximum speed is 79 mph. There are 45 at-grade crossings for vehicular traffic from San Francisco to San Jose (CP Lick) but portions of the right of way are grade-separated.

Caltrain owns its own facility for equipment maintenance, CEMOF in San Jose. Trains are stored and fueled at CEMOF, San Francisco and Gilroy. Trains are dispatched at the Central Control Facility (CCF), located in San Jose next to CEMOF.

2.1.C. FUTURE IMPROVEMENTS

Caltrain's history under the JPB has been one of growth and dynamic innovation and its future will be no different. The future of the Caltrain corridor will be guided by the planning of the Peninsula Rail Program (PRP). Under the PRP, Caltrain will see the implementation of the Communications-Based Overlay Signal System (CBOSS), Caltrain's Positive Train Control (PTC) solution, and the installation of an overhead catenary system to support the transition of the service to a new electrified non-compliant Electrical Multiple Unit fleet that is currently the subject of a Federal Railroad Administration waiver to allow simultaneous operation of compliant and non-compliant passenger fleets. It is anticipated that Caltrain will grow to operate 10 trains per peak hour by 2030 in order to meet passenger demand on the Peninsula.

A number of improvements and changes are expected to occur that will impact the operations and functions of Caltrain. The Contractor will be required to cooperate and coordinate with the JPB and other parties as necessary for any improvements or changes. In addition, the Contractor responsible for Caltrain operations and maintenance will be expected to provide Construction Support as necessary for these projects. Future systems anticipated include:

1. Control System and Future Operations

A new Rail Operations Control System (ROCS) and a new Public Information Display System is planned for installation with completion anticipated by March 1, 2011. The System will replace the existing system and be capable of being extended and expanded to handle future service changes, including a Supervisory Control and Data Acquisition (SCADA) system for electrification, extension to the Transbay Terminal and the Dumbarton extension. Coincident with electrification, service is

expected to expand to 114 trains per day, with six trains per peak hour per day. Trains at this time will be a mix of diesel-electric, electric locomotive-hauled and EMU cars built to European standards. Eventually service may expand to 172 trains per day with 10 trains per hour.

2. Electrification

Plans are in place to electrify the railroad from San Francisco to San Jose (CP Lick), which will include approximately 150 single-track miles of Overhead Catenary System (OCS) that will distribute power to electrically powered locomotives or EMU trainsets. Plans also include construction of two traction power substations and eight autotransformer stations to deliver 25kV, 60Hz, single-phase alternating current to the OCS and enhancements to the signaling and grade crossing systems to make them compatible with electrification.

3. CBOSS

CBOSS will provide Positive Train Control and other capacity improvements. While the specifications for CBOSS are still in development, CBOSS will satisfy all of the requirements of the Rail Safety Improvement Act of 2009.

4. Dumbarton Line

The Dumbarton Line is planned within the next 15 years. This line will be an extension of Caltrain from Redwood City across the San Francisco Bay to Union City located in the East Bay. This would require additional or revised Control Points in the Redwood City area, as well as incorporating additional track miles and a small terminal in the East Bay.

5. San Francisco Downtown Extension

An underground extension from Caltrain's north terminal in San Francisco to a station in downtown San Francisco via a tunnel to a new Transbay Terminal is planned within the next 10 years. The operation and maintenance of the extension and its new terminal will be under Caltrain control.

6. High-Speed Rail

Plans for the Caltrain corridor also include high-speed rail which may utilize the Caltrain right of way and tracks between San Jose and San Francisco. The Peninsula Rail Program will be guiding the planning for future integration of Caltrain and high-speed rail service on the Peninsula.

2.1.D. DEFINITIONS

APPROVED BUDGET – The annual budget for Services developed pursuant to the process described in the Scope of Services and approved by the JPB.

BASIC SERVICE PLAN (BSP) – The level and type of train service initially in operation, and the level of maintenance and services needed to support that operation, as of the Service Date, and modified from time to time by agreement between the parties.

BOARDING ASSISTANCE AREA – The location indicated on each station platform where Passengers Needing Assistance and Passengers With Disabilities are encouraged to wait for assistance boarding a train. Boarding Assistance Areas are located near the north end of platforms and are indicated by signs and stenciling on the platform surface.

CALTRAIN – Commuter rail service to be provided for the JPB by the Contractor between San Francisco, San Jose (Tamien), and Gilroy under terms of this Agreement.

CALTRAIN OPERATING TIMETABLE – A compilation of rules, regulations, and Special Instructions that apply to the Caltrain operation in addition to the General Code of Operating Rules (GCOR).

CALTRAIN PUBLIC TIMETABLE – The departure times for trains at stations and arrival times at final terminals along the Caltrain corridor. The schedule can be found at www.caltrain.com.

CENTRAL CONTROL FACILITY (CCF) – Location of dispatching services responsible for the safe, efficient movement of trains and authorization of maintenance tasks across the Caltrain system. Servers for the System and customer service information distribution are located here. It also is the location of the Caltrain Emergency Operations Center.

CLIPPER – The universal transit card for the San Francisco Bay Area. The Clipper card is a stored-value card that can be used to pay for a variety of Caltrain tickets and passes. Clipper is the new name of TransLink effective June 16, 2010.

COMMUNICATION-BASED OVERLAY SIGNAL SYSTEM (CBOSS) – The vital overlay Positive Train Control system that will meet the Federal mandate for PTC implementation by 2015.

CONTRACT OR AGREEMENT – The Agreement for Rail Operations, Maintenance and Support Services for Caltrain between the JPB and Contractor, consisting of all of the Contract Documents.

CONTRACT DOCUMENTS – Those documents consisting of the Agreement together with all attachments and exhibits referenced therein and attached thereto.

CONTRACTOR – The successful proposer to whom a Contract is awarded and enters into the Agreement with the JPB for Rail Operations, Maintenance and Support Services for Caltrain.

CONTROL POINT (CP) – The location of absolute signals controlled by a dispatcher.

CRITICAL SKILL POSITIONS – Those positions to which the Contractor shall place particular emphasis on filling vacancies due to the importance of skill sets to the success of Caltrain. The identified positions are intended to be reflective of responsibilities only and are not to be construed as required job titles.

CROSSING – All of the operable tracks present through the automobile or pedestrian traveled roadway and their transition ties on approaches per the JPB standards drawings.

DAILY OPERATIONS REPORT – A report summarizing the prior day's operations and the status of Service Property and Service Equipment provided each morning as detailed further in Part 2, Section 2.O.6.a.

DIRECT COSTS – Those allowable, allocable and reasonable costs specified in Attachment A to the Agreement.

DISTRICT – The San Mateo County Transit District, the public agency designated as managing agent on behalf of the JPB with the authority to oversee Contractor for operation of Caltrain and oversee this Agreement. As such, the District is simply an agent of the JPB, representing and acting on behalf of the JPB relative to all rights and obligations of the JPB as specified throughout this Agreement.

EFFECTIVE DATE – The date of the Agreement as mutually agreed upon by the JPB and Contractor.

EMPLOYEE IN CHARGE (EIC) – The person in charge of safety for a work group. The EIC is authorized, trained and qualified under 49 Code of Federal Regulations (CFR) 214.353 and in charge of on track safety to be provided.

EQUATION – A point at Milepost 43.4 which becomes Milepost 44.0 to be consistent with mileage on the UP Coast Subdivision south of CP Coast.

FEDERAL AGENCIES – Whenever, in the Contract, reference is made to any Federal Agency or officer thereof, the reference shall be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdiction, and authority of the agency or officer mentioned.

FISCAL YEAR – The JPB fiscal year, which commences July 1 and ends the following June 30.

FIXED FEE – A specified amount of compensation to cover, among other things, Contractor's profit. A Fixed Fee shall apply to compensation paid for Work Directives for On-call Additional Services, as further prescribed in the Agreement.

FLAGMAN/FLAGGER – Any employee designated by the railroad to direct or restrict the movement of trains past a point on a track to provide on-track safety for roadway workers.

GENERAL AND ADMINISTRATIVE OVERHEAD COSTS (G&A) – Those overhead costs and categories of overhead costs identified in Attachment A to the Agreement for which the Contractor is compensated based on a specified percentage rate as prescribed in the Agreement in addition to compensation for Direct Costs.

GENERAL CODE OF OPERATING RULES (GCOR) – The operating rules governing train movement and safety on JPB property.

GENERAL MANAGER – An individual appointed by the Contractor, and approved by the JPB, who will be in charge of Contractor's provision of the Contract Service and act as a single point of contact and liaison between the Contractor and JPB.

JOINT POWERS BOARD (JPB) – The Peninsula Corridor Joint Powers Board, comprised of the City and County of San Francisco, San Mateo County Transit District, and Santa Clara Valley Transportation Authority, in the State of California. The JPB is the real party in interest under this Agreement.

JPB CONTRACT ADMINISTRATOR – A JPB employee who is authorized by the JPB to manage the day-to-day administration of the Contract. This employee will serve as the JPB liaison with the Contractor's General Manager. The JPB may appoint separate contract administrators to administer the Basic Service Plan and Construction Support provisions of the Contract, respectively. Should Contract issues arise which involve or relate to more than one of these Contract areas, or which are not resolvable between the Contractor and the appointed Contract Administrator(s), the Director, Contracts and Procurement will administer such issues on behalf of the JPB.

JPB EMPLOYEES – Employees of the District and their consultants responsible for the management and administration of Caltrain service.

JPB ENGINEER – The Chief Engineer of the JPB, or designee.

KEY PERSONNEL – Those employment positions of the Contractor assigned to Caltrain who are essential to the successful delivery of Caltrain service and support. The identified positions are intended to be reflective of responsibilities only and are not to be construed as required job titles. However, Contractor's management personnel who perform and are responsible for the descriptive functions shall be considered part of Key Management Personnel.

ON-CALL ADDITIONAL SERVICES OR ADDITIONAL SERVICES – Work requested by the JPB (or proposed by the Contractor) outside of the Basic Service Plan and undertaken as provided in Scope of Services consisting of (1) new or additional train service or increases in the then-existing levels of train service; (2) new, additional, or modified services requiring Contractor's expenditure of unanticipated costs resulting from changes in the performance standards or requirements set forth in this Scope of Services; and (3) projects of limited duration for which the services are not included in the Scope of Services or the Approved Budget. Additional Services shall not include tasks performed by the Contractor at the request of the JPB that do not require the Contractor to expend Direct Costs in excess of those it would incur in the absence of such tasks, nor shall it include those tasks or work that simply were under-budgeted provided it does not cause the Contractor to exceed overall Approved Budget. When a task involving Additional Services is performed, the JPB shall reimburse the Contractor in accordance with the terms of the Agreement.

PASSENGER FARE REVENUES – Monies received from ticket sales for the transportation of passengers on Caltrain in accordance with published fares.

PERFORMANCE FEE – The compensation to the Contractor, generally to cover Contractor's profit that is earned quarterly and based on the successful implementation of the terms of the Contract and performance based on measurable criteria of

importance to the JPB. A Performance Fee shall apply to compensation paid for the Basic Service Plan.

PERFORMANCE FEE POOL – The maximum amount of Performance Fee compensation that can be earned by the Contractor, provided that a 100% performance score is attained.

PUBLIC WORKS – Under the California Public Contract Code, the erection, construction, alteration, repair or improvement of any public structure, building, road, or other improvement of any kind. Under the California Labor Code, construction, alteration, demolition, installation or repair work (including maintenance) paid for out of public funds.

RAIL OPERATIONS CONTROL SYSTEM (ROCS) – The software and hardware systems that remotely control the vital Caltrain signal system in the field.

OPERATING RAILROAD OF RECORD – Contractor responsibility for all reports and submittals required by the Federal Railroad Administration (FRA), including telephonic, written, or electronic reports of a scheduled and unscheduled nature. Reports and submittals will be made available to the JPB upon request for review and approval prior to transmission to the FRA.

RIGHT OF WAY (ROW) – Land or rights to land used or held for railroad operations or for a public way.

SERVICE DATE – The date that the day-to-day operating responsibilities and provision of Caltrain service transition to the Contractor following its mobilization period.

SERVICE EQUIPMENT – Locomotives and rail passenger or other cars owned or controlled by the JPB that are used in providing the Services.

SERVICE PROPERTY – Real property, including improvements thereto, owned or leased by the JPB or District that is used in providing the Services.

SERVICES – Work associated with the operation of Caltrain of the type provided pursuant to this Agreement by Contractor as of the Effective Date of the Agreement, or as thereafter modified by the parties, including, but not limited to, train operation and performance; train movement control and dispatching; maintenance and cleaning of the Service Equipment; track, structures, signals, and communications maintenance and improvements; maintenance of stations and parking lots; maintenance of other Service Property, facilities and equipment; material management; safety performance; environmental services; training, qualification and proficiency testing; customer service; standards for providing service to Passengers Needing Assistance; required reports and notifications; performance standards and assessments; and all related support functions required pursuant to this Agreement.

SITE SPECIFIC WORK PLAN (SSWP) – An integrated plan and schedule prepared and submitted by the Contractor and approved by the JPB Engineer, which describes in detail the manner in which work will be accomplished within the work windows, including interrelation of work activities, work schedule and responsibility of parties.

SPECIAL TRAIN – One-time or periodic trains established by the JPB to accommodate special event service, including charter trains.

STATE OF GOOD REPAIR (SOGR) – A condition in which the existing physical assets, both individually and as a system, are functioning as designed within their “useful lives” and are sustained through regular maintenance and replacement programs.

TERMINATION DATE – The date on which the Contract ends.

TRAIN – A revenue passenger commuter train operated for Caltrain pursuant to this Agreement.

WORK – All work specified, indicated, shown or contemplated in a Work Directive including changes thereto made by a Work Directive amendment or other written orders.

WORK DIRECTIVE – An agreed upon document issued requiring the Contractor to perform On-call Additional Services as specified.

WORK TRAIN - CONSTRUCTION SUPPORT – A train dispatched on an as-needed basis to support construction and engineering activities, including, but not limited to, delivering and distributing construction materials to various work sites, distributing ballast, switching construction and maintenance of way cars, and providing movements for engineering/construction related activities.

2.1.E. ACRONYMS

AAR – Association of American Railroads

ACE – Altamont Commuter Express

ADA – Americans with Disabilities Act

APTA – American Public Transportation Association

AREMA – American Railway Engineering and Maintenance of Way Association

ATCS – Advanced Train Control System

ATIS – Advanced Traveler Information System

BAAQMD – Bay Area Air Quality Management District

BART – Bay Area Rapid Transit District

BPR – Behavior Pattern Recognition

BSP – Basic Service Plan

C&S – Communications and Signal

CARB – California Air Resources Board

CBOSS – Communications-Based Overlay Signal System

CCF – Central Control Facility

CCTV – Closed-Circuit Television

CEMOF – Centralized Equipment Maintenance and Operations Facility

CFR – Code of Federal Regulations

CID – Card Interface Device

COT&S – Clean Oil Test and Stencil

CP – Control Point

CPUC – California Public Utilities Commission

CSA – Customer Service Agent

CTC – Centralized Traffic Control

CWR – Continuous Welded Rail

DBE – Disadvantaged Business Enterprise

DNT – Desired Neutral Temperature

DTSC – Department of Toxic Substances Control

DTX – Digital Touch Exchange

ECN – Engineering Change Notice

EIC – Employee In Charge

EMU – Electric Multiple Unit

EOC – Emergency Operations Center

EPA – United States Environmental Protection Agency

ERP – Emergency Response Plan

FCC – Federal Communications Commission

FELA – Federal Employers' Liability Act

FEMA – Federal Emergency Management Agency

FRA – Federal Railroad Administration

FTA – Federal Transit Administration

FY – Fiscal Year

G&A – General and Administrative Overhead Costs

GAAP – Generally Accepted Accounting Principles

GCOR – General Code of Operating Rules

GHG – Greenhouse Gas

GPS – Global Positioning System

HAZMAT – Hazardous Material

HCR – Handheld Card Reader

HMSSHASP – Hazardous Materials Site Specific Health and Safety Plan

HVAC – Heating, Ventilation, and Air Conditioning

ICS – Incident Command System

IR – Information Repository

IT – Information Technology

JPB – Peninsula Corridor Joint Powers Board

LAN – Local Area Network

MOW – Maintenance of Way

MP – Milepost

MSDS – Material Safety Data Sheet

NIMS – National Incident Management System

NEPA – National Environmental Policy Act

NFPA – National Fire Protection Association

NOI – Notice of Intent

NPDES – National Pollutant Discharge Elimination System

NTSB – National Transportation Safety Board

O&M – Operations and Maintenance

OCS – Overhead Catenary System

OEM – Original Equipment Manufacturer

OSHA – Occupational Safety and Health Administration

OTM – Other Track Material

OTP – On-time Performance

OWA – Outlook Web Access

PA – Public Address

PADS – Predictive Arrival/Departure System

PG&E – Pacific Gas and Electric Company

PIDS – Passenger Information Display System

PIF – Project Initiation Form

PNA – Passenger Needing Assistance

POP – Proof-of-Payment

PRESS – Passenger Rail Equipment Safety Standards

PRP – Peninsula Rail Program

PTC – Positive Train Control (See CBOSS)

PTEP – Passenger Train Emergency Preparedness Plan

PWD – Passenger With Disability

PWORF – Project and Work Order Request Form

ROCS – Rail Operations Control System

ROW – Right of Way

RWP – Roadway Worker Protection

SCADA – Supervisory Control and Data Acquisition

SEMS – Standardized Emergency Management System

SOGR – State of Good Repair

SOP – Standard Operating Procedure

SPCC – Spill Prevention Control and Countermeasures Plan

SPTMC – Standard Procedures for Track Maintenance and Construction

SSPP – System Safety Program Plan

SSWP – Site Specific Work Plan

SWPP – Storm Water Pollution Prevention Plan

T&E – Train and Engine Crews

TOT – Ticket Office Terminal

TVM – Ticket Vending Machine

UC – Unified Command

UP – Union Pacific Railroad

UPS – Uninterruptible Power Supply

VMS – Visual Messaging System

VTA – Santa Clara Valley Transportation Authority

WD – Work Directive

WDP – Work Directive Proposal

WDPR – Work Directive Proposal Request

END OF PART 2 – SECTION 1

PART 2 – SECTION 2 SCOPE OF SERVICES

2.2.A. OVERVIEW

Although the Contractor is intended to be an independent contractor of the Peninsula Corridor Joint Powers Board (JPB), the Contractor shall be guided in the performance of its responsibilities by the fact that the Agreement delegates to it a public function that it performs as the representative of the JPB. The Contractor shall be mindful that the Agreement makes it the instrument for providing a public service on the JPB's behalf, rather than granting it the right to operate Caltrain as a commercial venture.

Subject to the JPB's Contract Oversight, the Contractor shall be responsible for providing and managing all of the services, functions, facilities, and associated resources required for the operation of Caltrain, unless otherwise provided by the JPB, including, without limitation:

- General management
- Train crewing
- Train movement control and dispatching
- Maintenance of cars and locomotives
- Maintenance and improvement of track, structures, signals, and communications
- Maintenance and improvement of stations and station access, including parking lots, bicycles and pedestrians
- Maintenance of Centralized Equipment Maintenance and Operations Facility (CEMOF) and other facilities
- Material management
- Safety program management, including System Safety Program Plan (SSPP) participation and environmental services
- Construction Support, including operating Work Trains, furnishing, operating, and overseeing the use by others of specialized construction support equipment, performing single tracking, and providing training, testing and rules qualifications for JPB staff and third-party construction contractor personnel
- Employee training and certification
- Customer Service of the highest quality, including services to Caltrain's Passengers Needing Assistance (PNAs) in accordance with Americans with Disabilities Act (ADA) regulations and established JPB policies; service announcements via station

and onboard public address and visual messaging; and posting and stocking of public information

- Regulatory compliance, reports and notifications
- Financial accounting, reporting and control
- Labor relations

All property, equipment and materials purchased with JPB funds shall be the property of the JPB, including those purchased by the Contractor for which it has been reimbursed.

During the term of the Agreement, the Contractor may subcontract any portion of the performance of the Services with firms that are fit and eligible to perform the work and have the financial capacity to satisfy the insurance requirements of the Agreement. The Contractor shall not subcontract without the prior written approval of the JPB, and all subcontracts shall be selected by competitive bid from at least three potential parties for such work. The JPB's failure to approve a subcontract (or to state a reasonable basis for its disapproval) within 14 calendar days of written notice from the Contractor of the proposed subcontract shall be deemed to be approval. The JPB shall be entitled to receive copies of all subcontracts entered into by the Contractor for Services. The Contractor shall remain solely responsible for any work for which it employs subcontractors, and the JPB shall have no obligation to them whatsoever. The above notwithstanding, all Contractor subcontracts shall be assignable to the JPB.

The Contractor shall identify all functions intended to be subcontracted to fulfill the requirements listed in the Scope of Services and the subcontractors selected to perform those functions. This information shall be provided to the JPB in writing 30 days prior to the Service Date. Thereafter, the JPB shall be notified of all subcontracting changes including terminations, replacements and additional functions being subcontracted. The Contractor is encouraged to use subcontracting as necessary to meet requirements for the Provision of Personnel as indicated below.

Unless otherwise requested in writing by the Contractor and approved in writing by the JPB, the Contractor shall not submit proposals or bids for any contracts for construction projects that may be advertised by the JPB.

The Contractor shall confer, closely coordinate with and receive approval from the JPB, prior to contact with any regulatory agencies, including the Federal Railroad Administration (FRA) and the California Public Utilities Commission (CPUC). The Contractor shall keep the JPB fully apprised, both by immediate oral notification and in writing to the Director, Rail Transportation or designee, of any such discussions and negotiations with FRA, CPUC, or other regulatory personnel.

The Contractor shall be responsible for resolving all FRA and CPUC violations including mitigating circumstances that led to violation, responding to regulators and paying fines. Any and all penalties and fines imposed regarding the violation of State and Federal codes, regulations, and laws shall be paid by the Contractor and shall be the responsibility of the Contractor inasmuch as the violation occurs as a result of the Contractor's negligence in Agreement compliance.

The Contractor shall produce for JPB approval all FRA-required plans, programs and documentation. All plans shall be Caltrain-specific, addressing only employees in Caltrain service. The Contractor shall keep all testing results and analysis relative to approved FRA plans and submittals accessible locally. The Contractor shall develop all submittals for JPB written approval 90 days prior to the Service Date of the Agreement. In cases where the JPB has preexisting plans, the Contractor shall review said plans and revise them as agreed to by the JPB.

1. Transportation, Customer Service and Service Performance

a. Transportation

The Contractor shall provide transportation services as required to supervise the movement of commuter, intercity and long distance passenger, excursion, private car, ferry move and freight trains on those portions of the Service Property for which the JPB has authority to control train movements and all activities related thereto, and to operate the trains on the schedules established by the parties. Specific transportation obligations of the Contractor shall include the following, without limitation:

1. Basic Service Plan

The Basic Service Plan (BSP) shall be that level and type of train service initially in operation as of the Service Date, and unless otherwise modified by agreement between the parties, shall consist of the trains shown in Exhibit A, Item 1, plus the additional trains/schedules described in the following sections 2 through 6. The BSP schedule shall be that shown in the Caltrain Public Timetable as of the Service Date.

2. Routine Schedule Changes

The JPB anticipates two system-wide changes of schedule per year. The Contractor shall provide to the JPB, four months prior to a schedule change, any recommendations for running time revisions or other scheduling matters, which improve operating performance. There shall be no additional costs to the JPB for these twice-annual changes in schedules or train sizes. In support of routine schedule changes, the Contractor shall provide one system-wide ridership count, including weekdays, Saturdays and Sundays (typically in January, with results and Summary Reports due by March 10), and up to 25 topical counts per year. A topical count will cover, over the course of one day, terminal activity, one or more specific trains, and one or more specific stations. The results of topical counts shall be provided to the JPB within one business day of the count.

3. Modified Schedules

Up to four weekdays per year, the JPB may authorize use of a modified weekday schedule to adjust service for holidays or other occasions with reduced ridership. A weekday-modified schedule operates approximately 40 fewer roundtrips than a regular weekday schedule. The JPB also operates a

holiday (typically a Sunday) schedule on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

4. Construction Schedules

The Contractor shall cooperate with the JPB and third-party construction by developing alternate schedules for weekend, evening, and midday services, including making onboard and station public address and visual messaging board announcements, and posting applicable notices at affected stations and on trains, without any limit per year. Special schedules may result in service reductions or rearrangements, and the Contractor must have labor arrangements containing flexibility in rescheduling the operating/station workforces.

5. Special Trains

The Contractor shall provide Special Trains, including special event service, charters, excursions, ferry moves and Operation Lifesaver/Rail Industry and off-line trips (with host railroad pilot, where necessary, paid for by the JPB), as shown in Exhibit A, Item 2. A Special Train will require onboard staffing as specified in Part 2, Section 2.B and at least one transportation manager to supervise the event activities. Services included for each Special Train shall also include train makeup, breakdown, cleaning, and mechanical services. For every Special Train operated, the Contractor shall provide a passenger count as directed by the JPB with the results provided to the JPB within one business day.

The Contractor shall also handle private cars, excursions and ferry moves on JPB Service Property as directed by the JPB. These will generally be handled as Additional Services unless otherwise included in the BSP. The Contractor shall separately record the actual costs of all special trains operated and report such costs to the JPB within 20 calendar days from the end of the month during which such special trains were operated.

6. Additions and Changes to the Basic Service Plan

The Contractor shall provide additional trains over and above the train services required for the BSP in accordance with the cost plus fee arrangement of Additional Services, at the sole determination of the JPB, until the next BSP and budget are approved at which time the trains may be added to the BSP. Changes to the BSP may be made annually during the budget process. All such changes approved shall be identified subsequently in Exhibit A, Item 1 along with the effective date for the service changes.

The JPB and Contractor shall consult to maximize the efficiency of any service plan changes, which shall be implemented within 60 calendar days from date of notice to the Contractor, unless otherwise mutually agreed upon between the parties. Prices for other additional services will be subject to negotiation between the parties.

7. Train Delays/Annulments and Schedule Adjustments

The Contractor shall provide immediate notice within five minutes by telephone to the JPB of significant (in excess of 10 minutes) train delays and annulments not planned and agreed upon by the parties, and shall give appropriate notice to passengers of same via onboard and station public address system announcements and electronic messages at locations equipped to deliver such messages. Announcements and messages shall be updated and given every 10 minutes until the delays are mitigated.

The Contractor shall provide FRA-compliant communications devices to Conductors for the purposes of receiving and communicating information on causes of delay and estimated duration.

8. Standard Operating Procedures

The Contractor shall develop Standard Operating Procedures (SOPs), for JPB review and approval 90 days prior to the Service Date of the Agreement, for the following Caltrain functions:

- Service Recovery Plans, including, but not limited to, major mechanical failures, fatalities, derailments, collisions, earthquakes, bomb threats or suspicious packages, as well as provisions for train and engine, customer notification, engineering, mechanical and all other appropriate responders
- Contingency Operations, including employee strikes
- Emergency Operations Plans
- Expectations and responsibilities of Engineers and onboard personnel
- Roles and responsibilities of Customer Service Agents at stations
- Operational Testing and Inspection Program in compliance with 49 Code of Federal Regulations (CFR) 217
- Engineer Certification Program in compliance with 49 CFR 240

Within 14 calendar days of the Effective Date of the Agreement, the Contractor and JPB shall jointly review all current manuals and instructions necessary for an operating railroad, including Operating Rules, Air Brake Instructions, Safety Rules, Emergency Evacuation procedures, First Aid Training, Timetable Special Instructions, basic mechanical troubleshooting, and ADA and customer service requirements. To the degree possible, Caltrain will provide copies of current manuals and instructions to assist the Contractor; however, the Contractor shall be responsible for the development of all required manuals and instructions for submission to JPB for review and approval a minimum of 90 days prior to the Service Date of the Agreement and to FRA where required by FRA regulations.

Once approved by the JPB, the Contractor shall implement the SOPs and shall be responsible for submissions of plans and programs necessary to meet FRA requirements. The Contractor shall meet with the JPB on a periodic basis to review and revise SOPs as needed.

9. Operating Rules Committee

The Contractor shall convene jointly with the JPB a railroad operating rules committee on a monthly basis that will include designated JPB rail personnel. The committee will produce, at a minimum, an updated Railroad Operating Timetable and Special Instructions every six months.

The Contractor also shall be required to develop a written program for managing, auditing, and monitoring Operational Tests and Inspections in accordance with 49 CFR 217. The written program is to be submitted to JPB for review and approval in accordance with Part 2, Section 2.A.8 above and submitted to the FRA 30 days prior to the Service Date of the Agreement. Following the Service Date, the Operating Rules Committee shall be responsible for monitoring the program and recommending revisions and corrective action, as appropriate.

10. Daily Call

The Contractor shall conduct a daily call with all operating departments to coordinate daily activities at a time mutually agreed to by the JPB and Contractor.

b. Customer Service

The Contractor shall, at all times, treat Caltrain customers with respect and courtesy and shall undertake all reasonable means to provide required and requested assistance. The Contractor shall strictly comply with the provisions of the Scope of Services with respect to handling of PNAs and to other JPB regulations for handling passengers with bicycles, special groups, youths, etc. In addition, subject to the personnel provisions of the Scope of Services, the JPB may, at its sole discretion, require the removal of any Contractor employee from Caltrain service for failure to comply with this customer service obligation. On a schedule to be mutually agreed upon by the parties, the Contractor shall implement the Customer Service Initiatives as set forth in Scope of Services. Attention is directed to specific sections regarding specific requirements for handling customer comments, observations and complaints.

c. Service Performance Standards

The Contractor will be expected to meet the following service performance standards as specified in the Scope of Services:

- Personnel requirements
- Provision of reliable on-time service

- Provision of train movement control and dispatching
- Availability, maintenance and cleaning of Service Equipment
- Maintenance of Service Property
- Provision of Construction Support services
- Provision of material management
- Provision of safety program and environmental requirements
- Provision of employee training and proficiency testing
- Implementation of the customer service initiatives
- Provision of services to PNAs
- Provision of required reports

To ensure that Standards are met, the Contractor shall maintain performance records and furnish written performance reports as set forth in the Scope of Services.

2. Other Operating Requirements

a. Use of Service Equipment

The Contractor will use the Service Equipment solely for the purpose of operating Caltrain or for maintenance and other uses directly associated with Caltrain.

b. Public Information Measures

The Contractor shall provide and distribute such information as is directed by the JPB to transmit to the public, including information concerning any disruptions and resulting delays due to emergencies or major service disruptions, in the form of seat drops, station postings, public address announcements and visual messages and otherwise render assistance to the JPB in monitoring and supervising Caltrain. At the request of the JPB, the Contractor will distribute Caltrain schedules and other information, including passenger comment cards, to the public. Editorial content of supplemental information to the public is at the sole discretion of the JPB. No representatives of the Contractor shall interface with the media without the express written consent of the JPB.

The Contractor will install JPB-approved promotional materials or public information notices on Service Property and Service Equipment pursuant to procedures established by the JPB. The Contractor shall not release any statistical data or other information to the media or any other third-party without the prior approval of the JPB, unless required by law. The Contractor or its employees shall not engage with the media regarding Caltrain matters. All media

requests regarding Caltrain or the JPB shall be referred to the JPB's Public Information Officer.

c. Emergency Response Drills

The Contractor shall participate fully (i.e., manage, direct and stage) in one tabletop and one field emergency response drill per year.

d. Provision of Security

The Contractor shall cooperate and comply with any and all security practices, policies, programs and plans as determined necessary by the JPB. The JPB shall be responsible for providing sworn peace officer protection for Caltrain, and the Contractor shall cooperate with the sworn peace officers and resources as furnished for this purpose. The Contractor will include communication and coordination with peace officers in all SOPs and emergency plans.

3. Maintenance and Repair

a. Maintenance of Service Equipment and Service Property

The Contractor shall maintain, repair, service and clean the Service Equipment and shall maintain the Service Property in accordance with the Standards described in the Scope of Services. The Contractor also shall maintain in good working order the equipment used to maintain the Service Equipment and Service Property. Such work may include operational improvements and maintenance projects which improve or extend the life of the Service Equipment, including wheel changes, refrigerant replacement, or improve or extend the life of the Service Property, and such other modification/replacement projects.

The Contractor shall anticipate and schedule its work force to perform cleaning and daily required running inspections and repairs, including passenger car brake shoe replacement, during off-peak service times at layover, including nights and weekends. This may require additional night shift or weekend work at locations not presently performing the activities as outlined in the "Daily Cleaning and Servicing" provisions of the Scope of Services. The Contractor shall comply fully with the terms of manufacturers' warranties that have been disclosed to it on equipment used in providing the Services. Notwithstanding the indemnity obligations of the JPB set forth in the Agreement, if the Contractor fails to adequately protect JPB's warranty interests, all costs arising from such failure shall be the responsibility of the Contractor.

The Contractor also shall develop in conjunction with the JPB an annually updated five-year plan of required maintenance activities for preserving the Service Equipment and Service Property, as well as a five-year plan of recommended activities for improving the Service Equipment and Service Property.

b. Maintenance Facilities

The JPB will provide Service Equipment maintenance facilities at CEMOF in San Jose, and additional facilities at the Diridon Yard in San Jose, San Francisco Station Yard, and Gilroy Storage Yard.

c. Materials and Supplies

Except as otherwise provided in the Agreement, the Contractor will provide all materials and supplies necessary for the operation and maintenance of the Service Equipment and maintenance of the Service Property and will provide material management in accordance with the Standards provided in the Scope of Services.

d. Repair of Damaged Service Property or Service Equipment

In the event of damage to the Service Property or Service Equipment, it shall be the Contractor's responsibility to make repairs in accordance with procedures established by the JPB. The Contractor shall also provide such information relative to the incident as may be requested by the JPB. In the case of damage to the Service Property, the Contractor shall begin the repairs; provided, however, that the JPB shall have the right to order that such repairs to the Service Property not be done or that repairs already begun be stopped. In the case of damage to the Service Equipment estimated to cost \$25,000 or more, the Contractor shall not undertake repairs without the prior written authorization of the JPB.

4. Construction Support

The Contractor shall perform Construction Support as provided by On-call Additional Services under the Agreement. The Construction Support requirements, responsibilities, performance standards and procedures applicable to the Agreement are contained in the Scope of Services, and such services shall be furnished on an as-needed basis. Ongoing projects to improve and modernize the JPB's signal and communications system, as well as track work, civil work, and other work on the property, may require signal and communications support. A representative listing of Construction Support functions is as follows:

- Furnish flagmen and inspection and repair crews for construction projects.
- Provide managers and technical specialists to assist in construction staging and operations and to manage all aspects of construction work windows.
- Provide qualified operators for specialized rail equipment to support construction work, including, but not limited to, open top ballast hoppers with remote control discharge doors, side dumps, gondolas, flat cars, production switch tampers, regulators, locomotive crane and dynamic track stabilizer and other related "on-track" and "off-track" equipment, and provide additional specialized rail equipment if requested by the JPB.
- Identify, mark and perform minor protection and relocation of underground signal

and communications cables.

- Provide access to signal house, signal case, and all other signal facilities for outside contractors.
- Provide inspection, minor repair, and defect correction services.
- Perform track, communications and signal, bridge and station projects.
- Provide training, testing, and rules qualification to JPB staff, outside JPB contractors and JPB third-party contractors.
- Organize and coordinate Site Specific Work Plans (SSWPs) and performing inspection of third-party work sites.
- Configure, operate, secure and maintain Maintenance of Way facilities, including the support facility at Menlo Park and such yards/storage areas at South San Francisco, Bay Meadows, Redwood City, Chilco area near Dumbarton line, and south of Mountain View, or other locations to be mutually determined and agreed upon.
- Furnish train and engine crews to operate Work Trains.
- Ensure up-to-date signal plans, as provided by the JPB, are in all signal equipment shelters.
- Provide technology transfer and consulting support on high-speed rail, electrification, capacity improvements, rail construction methods and staging.

The Contractor shall fully cooperate with the JPB and others to avoid interrupting or delaying their activities and to promote the orderly completion of the work as a whole. The Contractor is required to cooperate and communicate with any contractor performing work that may connect, complement and interfere with the work and if at all possible, to resolve any disputes or coordination problems with such contractor.

The Contractor shall be required to afford access and cooperation to any other contractors working in the area, as is required of such other contractors to the Contractor. To avoid delays or hindrances, the Contractor shall cooperate fully with those other contractors within or adjacent to the JPB right of way that may be performing construction or installation during the same construction period as for the Agreement.

5. Personnel Requirements

a. Provision of Personnel

Except as otherwise provided in the Agreement, the Contractor shall provide and furnish the qualified personnel necessary to operate, maintain and manage Caltrain in a safe and efficient manner. All such personnel will be employees of

the Contractor or of the Contractor's subcontractors, and all personnel requirements and provisions of the Agreement will apply to subcontractor personnel, as well as Contractor personnel.

As between the Contractor and JPB, the Contractor will be solely responsible for determination of and payment of their wages and benefits and other terms and conditions of employment; provided, however, that the Contractor shall comply with any applicable mandatory State or Federal prevailing wage rate, safety or wage/hour laws. The Contractor will faithfully comply with the terms and conditions of all applicable agreements with any labor organization representing Contractors' employees concerning wages, benefits and terms and conditions of employment. The Contractor will comply with all applicable laws, regulations, rules and procedures respecting employer's liability, worker's compensation, unemployment insurance and other forms of social security or railroad retirement and also with respect to any other proper withholding from wages of employees.

The Contractor shall maintain personnel, including suitable extraboard contingencies where appropriate, at a level required to successfully and safely deliver all of the provisions of the Agreement. The level of staffing will be as authorized by the JPB, and it may become necessary over time to add or delete positions. With respect to Contractor's work force assigned to Caltrain, the JPB shall have the right to approve the creation of any new positions or the filling of any existing positions that become vacant prior to Contractor's implementation of any such decisions, provided, however, that such approval shall not be unreasonably withheld and shall be provided promptly. The Contractor will give JPB written notice of any and all positions that become vacant, or are anticipated to become vacant, and will obtain authorization from the JPB before the Contractor takes steps to fill any vacant positions.

The JPB encourages the Contractor to efficiently and creatively manage its work in the manner it sees fit, provided that the JPB is assured that the Contractor's work will be effectively, safely and skillfully managed. The Contractor must submit qualifications and requirements for personnel to JPB for approval, and there must be agreement before retaining individuals. The JPB reserves the right to approve candidates for positions.

Nothing contained in the Agreement will require the Contractor to perform any service or take any action that would violate any term or condition of any labor agreement between the Contractor and any organization representing the Contractor's employees or applicable to the Contractor. The Contractor shall not, without the prior written approval of the JPB, enter into any agreements with labor organizations containing provisions that increase the number of permanent employees of the Contractor or that increase the overall costs attributable to employees engaged in Services provided on behalf of the JPB pursuant to the Agreement over the costs of other employees of the Contractor in the same crafts; provided, however, that the JPB shall not unreasonably withhold its approval. The Contractor shall provide the JPB with current versions of the collective bargaining agreements that the Contractor has with the crafts represented in Caltrain service throughout the term of the Agreement.

The Contractor shall place particular emphasis on the need to fill vacancies in existing management, supervisory and other Critical Skill Positions including, without limitation, dispatchers, locomotive engineers, electricians, machinists, signal maintainers, track and signal inspectors, special duty managers, construction managers, flaggers and accounting clerks. Unless otherwise mutually agreed, such positions are to be filled within 60 days of vacancy and approval by the JPB of filling the vacancy.

In order to ensure that adequate personnel are available to perform the functions described in the Scope of Services, the Contractor shall develop and submit to JPB for approval, an annual work force deployment plan which is due with the annual operating budget submittal. The plan shall indicate personnel assignments by time of day to assure that forces are deployed effectively and efficiently to complete scheduled tasks. The JPB reserves the right to request changes and return the plan for revision.

Personnel on duty shall, at all times, devote themselves exclusively to the business of the JPB. Contractor employees are expected to be on JPB property, or en-route between locations during the work shift. Except in the case of emergency or previous written agreement between the Contractor and JPB, the Contractor is prohibited from performing work on behalf of others, including, without limitation, Altamont Commuter Express (ACE), Amtrak, Caltrans, Capitol Corridor, Union Pacific Railroad (UP), California High Speed Rail Authority, or Santa Clara Valley Transportation Authority (VTA) without the express approval of the JPB, which shall not be unreasonably withheld.

The Contractor shall not assign its Caltrain-designated employees to non-Caltrain operations that the Contractor may operate or manage without prior approval of the JPB. The General Manager will be dedicated exclusively to Caltrain. The JPB reserves the right to direct the removal of any individual, including Key Personnel, assigned to Caltrain.

b. Key Management Personnel

Key Management Personnel shall be appointed by the Contractor for the following functions:

- General Manager;
- Mobilization (from Effective Date to Service Date);
- Dispatching;
- Engineering;
- Operations;
- Safety and Training;
- Equipment Maintenance;
- Signal and Communications Maintenance;
- Track and Structures Maintenance;

- Construction Business Administration;
- Field Construction Support;
- Customer Services and ADA Compliance;
- Stations and Facilities; and
- Finance and Budgets.

The Contractor's management personnel who perform and are responsible for the descriptive functions in this list shall be considered part of Key Management Personnel. Descriptions for all key positions shall be provided by the Contractor to the JPB for review and approval at a minimum 90 days prior to the Service Date. Key Management Personnel may not be substituted without prior written approval of the JPB.

The Contractor agrees that the Key Management Personnel are an essential element of the Agreement. The Contractor will not reassign or reduce the commitment of any such Key Management Personnel during the term of the Agreement without the prior approval of the JPB. In the event that replacement of a Key Management Person is required, the Contractor will submit a qualified replacement for JPB review and approval.

The JPB, at its discretion, reserves the right at any time to reasonably reject the incumbent General Manager or any Key Management Personnel, and the Contractor agrees to replace said person within 60 days of written notice of rejection. The JPB shall have the right to approve the hiring of all individuals who report directly to the General Manager, provided that such approval shall not be unreasonably withheld. The Contractor shall consult with the JPB concerning the hiring of all management employees who report directly to individuals who report directly to the General Manager. The Contractor will not remove or reassign a General Manager approved by the JPB without the prior written consent of the JPB, which approval shall not be unreasonably withheld. The General Manager will have the authority to discharge and replace the employees of the Contractor engaged in Caltrain, and the Contractor will make best efforts to fill all vacancies within 60 days of a position becoming vacant. If not initiated at the request of the JPB, the Contractor shall bear the relocation and other costs associated with replacement of personnel during the term of the Agreement

The Contractor shall provide appropriate management coverage at all times. There shall be no periods when managers are all assigned to non-Caltrain work (e.g., for corporate level meetings, responding to other non-Caltrain problems, etc.). This includes management on property – trainmasters, stationmasters, road foremen, dispatchers, and senior management. Appropriate management representation shall be designated, with JPB approval, for all JPB-required meetings.

c. Employee Conduct and Discipline

All employees engaged in the provision of the Services shall perform their duties in a safe, professional, efficient and courteous manner, and all employees who

deal with the public shall be clean and properly attired while on duty. Because of the importance to the success of Caltrain of the courtesy and professional decorum of the employees who provide the Services in any way, the parties consider any conduct which is not consistent with the objectives stated in this section to be “conduct unbecoming an employee,” and the Contractor shall discipline accordingly an employee whose conduct is not consistent with those objectives. The Contractor, at the request of the JPB, shall remove from its employment, insofar as the Agreement is concerned, any employee who exhibits conduct unbecoming an employee. Examples of conduct unbecoming an employee include, but are not limited to, the following:

- Any instance of violation of applicable safety rules that causes injury to a person or damage to property.
- Unauthorized use of all personal or company-issued electronic devices while on duty, including but not limited to cell phones, personal digital assistants, digital cameras and camera phones.
- Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer.
- Any instance of belligerent or malicious behavior.
- Any instance of willful failure to assist customers.
- Any instance of littering rolling stock or station areas.
- Any instance of eating, smoking, reading, listening to radio or other audio devices or watching or listening to television while on duty.
- Conduct demeaning to the JPB or Contractor, including demeaning oral or written remarks made to the public or JPB customers.

Any and all complaints of "conduct unbecoming an employee" must be reported by the Contractor to the JPB. Such reports must include the identity of the employee and the facts and circumstances of the complaint. Additionally, if the JPB is notified of a complaint about an employee by an entity other than the Contractor, the Contractor must respond to requests made by the JPB for the identity of the employee and, if known by Contractor, the facts and circumstances of the complaint.

Any employee who continues to work in an unsafe or unprofessional manner after counseling and training shall be subject to removal from Caltrain service, at the discretion of the JPB. Regardless of any other provisions in the Agreement for removal of employees from Caltrain service, if any person employed by the Contractor or its subcontractors appears to be unfit for service or acts in a disorderly or improper manner, the employee shall be removed from provision of Services and removed from Contractor employment for cause, insofar as the Agreement is concerned.

The JPB reserves the right to direct the Contractor to reassign any individual for cause. In the event a person holding such a position, including a manager, is reassigned or removed, the Contractor shall submit an alternate candidate for JPB review and approval.

If requested by the JPB, the Contractor will hold employees out of Caltrain service pending a disciplinary hearing into charges of conduct unbecoming an employee. If the hearing results in a finding of guilt, the employee shall be barred from Caltrain service upon written request from the JPB. If the employee is returned to service as a result of the hearing, the JPB will bear the cost of reasonable expenses related to the hearing and lost wages for an employee held out of Caltrain service when (1) the JPB initiated the charge; and (2) an arbitrator rules the discipline assessed was excessive and awards back pay for time lost.

d. Substance Abuse Program

The Contractor will be required to establish and enforce a substance abuse policy covering all employees which meets applicable FRA requirements of 49 Code of Federal Regulations (CFR) 219.

e. Uniform Requirement

All uniformed employees on or about the Service Property in public areas must be properly attired and groomed and shall treat the public with courtesy, whether on or off duty. Uniformed employees shall not be allowed to smoke on JPB or Contractor-leased property. The Contractor shall require employees to follow established uniform guidelines and to be attired in appropriate uniforms whenever on-duty.

The Contractor shall design, for JPB approval, and supply uniforms for all personnel who interact with the public, including, but not limited to, all onboard personnel, and customer service agents. The uniform design shall include the Caltrain logo. The Contractor, at its discretion, may opt to have a seasonal uniform. All uniforms shall be professional in appearance and make crew members easily identifiable to the public. The Contractor will have strict controls on the distribution of Caltrain crew uniforms. Caltrain crew uniforms will only be issued to those Contractor employees who will be performing crew duties.

6. Information Technology Requirements

The Contractor shall provide all equipment including servers, workstations, laptops, routers, switches, telephones, cell phones and wireless LAN (Local Area Network) to support the Contractor's Systems used to provide Services in the Agreement, except for the hardware and software provided by the JPB for specified applications listed below. All hardware should have a minimum of four years warranty. After warranties expire, equipment should be replaced and upgraded with most current available model and meet the software vendor's recommended configuration.

The Contractor shall be responsible for the cost of all computer hardware, software and communications upgrades not specifically required by the JPB. The JPB reserves the right to approve all computer equipment set up and installed by the

Contractor, which must comply with and adhere to JPB standards. Such standards may change from time to time. Implemented hardware and software without prior approval by the JPB may be removed by the JPB. The JPB requires that the Contractor provide detailed design configurations and diagrams for all hardware, software (including business application software), and network infrastructure implemented by the Contractor.

The Contractor should provide internet service, analog and digital/data line and phone equipment. All servers and network equipment should be protected by Uninterruptible Power Supply (UPS), adequate cooling, ventilation and airflow; and power surge suppressor on all desktops and copier/printers.

The Contractor shall maintain and support all of the technology infrastructure including telecommunications, data center operations, power, cooling and UPS; network operations, backup/recovery services, data storage management services, system administration services; end user support of desktop computers, laptops and handheld devices to maintain a reliable end user computing and networking environment.

An Information Technology (IT) Plan shall be developed by the Contractor for JPB review and approval no later than 90 days prior to the Service Date of the Agreement. The plan shall include a list and description of the systems, computer hardware, software and communications equipment to be provided by the Contractor and procedures and methodologies that demonstrate how the Contractor will meet the requirements of the Scope of Service described herein.

a. IT Equipment Utilization Policy

The Contractor shall operate and maintain all IT Equipment (hardware and software) in accordance with JPB policies. Current JPB policies prohibit removing updates and upgrades without expressed approval and prohibit removal of equipment from other than approved locations. The Contractor is required to upgrade hardware, update software security patches and upgrade to a version that is supported by the hardware and software manufacturer.

Additionally, JPB policies prohibit the use of JPB-owned computer equipment for activities that are illegal, for personal profit, or for purposes other than in direct support of JPB business requirements.

b. Data Security and Ownership

The Contractor shall comply with all JPB policies, which shall be provided to the Contractor, regarding data security and Payment Card Industry policies and practices, as well as access to physical work facilities. The Contractor shall take all reasonable precautions including management of firewalls and prevention of unauthorized access to sensitive systems and data to ensure the safety, security and integrity of any Contractor data produced, collected or maintained relative to the Agreement. This shall include, but is not limited to, safeguards and protections against unauthorized access, tampering, theft and damage from malicious computer code commonly referred as viruses, trojan horses and

worms; and also prevent and remove adware, spyware and other forms of malware.

The Contractor shall provide a combination of network and application security, vulnerability, and risk and compliance management services, delivered on a common and standards-based infrastructure. The Contractor shall follow “Best Practice Methods” regarding network security including connection to a third-party Internet Service Provider or wide-area-network connection to another location. A “Best Practice Method” is defined as one that follows the recommendations of the server hardware manufacturer and network operating system vendor, in areas including but not limited to routers, firewalls, user permissions, virus scanning, e-mail content filtering and protection of key network passwords.

The JPB will own all operational data and reserves the right to request any operational data related to safety, security, or the operations and management of the train not stored in the JPB network. At the end of the Agreement, the Contractor will be required to provide all operational data to the JPB in an agreed-upon electronic format.

Authorized JPB staff shall be provided real-time, local access to management information systems, databases and reports for all available Caltrain information.

c. Information Systems Software

The Contractor shall provide all information systems software required to maintain and operate the Caltrain system except for those specifically identified below. The Contractor will provide the JPB a list of systems that will be used to perform these duties as part of its IT Plan. The Contractor will also be responsible for loading all operational data into their information systems for initial and ongoing operations.

d. Software Provided by the JPB

The JPB will require the use of the ARINC software for the Rail Operations Control System (ROCS) to handle real-time monitoring and control of field devices for the purposes of train management and Predictive Arrival/Departure System (PADS) which predicts train arrival/departure to display on visual message signs. This will come pre-installed on the workstations the JPB will provide in the Central Control Facility (CCF).

The JPB will require the use of voice communications system (DTX), which will be pre-installed on workstations the JPB will provide in the CCF and at CEMOF, and will require the use of voice recording software (NICE) to record railroad radio transmissions and phone calls, which will be provided by the JPB.

The JPB will require the use of facility management software including Trane Heating, Ventilation, and Air Conditioning (HVAC); C-Cure 800 Security keycard access software; Train Wash software; and Diversified Fire Monitoring software, which will come pre-installed on workstations the JPB will provide. The JPB also

will require the use of specific software in the use of a fuel management system, which will be provided by the JPB.

The JPB reserves the right to provide additional software requirements throughout the term of the Agreement (e.g., safety software).

e. Electronic Mail

The Contractor must use a JPB-approved e-mail system. If users are required to access e-mail at remote locations, the Contractor shall set up and enable a secure Web access module to their e-mail system, such as Outlook Web Access (OWA).

f. Asset Accounting, Inventory and Disposition

All current JPB-owned assets, including computer hardware and software, paid for by the JPB and future procurements shall be clearly marked with asset labels identifying the JPB as the equipment owner and identifying each asset with a unique ID number.

A JPB master list of all supplied equipment shall be signed by Contractor upon delivery. A copy of the signed inventory list shall be kept by both parties. Periodic inventories, but not less than one per year shall be performed on a regular basis by the Contractor who will certify that all equipment is accounted for and in working condition, or has been declared surplus and is available for JPB-directed disposition.

All IT equipment provided or owned by the JPB shall be returned to JPB upon Agreement termination in useable condition, normal wear and tear excepted. All equipment purchased using JPB funds shall become the property of the JPB, and all surplus equipment shall be returned to the JPB for disposition.

g. Business Continuity and Disaster Recovery

The Contractor shall perform all data backup at server level at CEMOF location on daily, weekly and monthly frequencies. Backup involves integrated recovery capabilities for operating systems, databases, applications and telephone recordings. The JPB reserves the right to review and monitor these backups to ensure they are completed as scheduled. Daily backup will remain in-house for quick data recovery. Weekly and monthly data will be sent offsite for storage and data retention. All data will be stored and retained throughout the term of the Agreement.

The Contractor should be able to provide a temporary workplace environment or alternate work sites during disaster if and when CEMOF is unavailable for whatever reasons. The Contractor is required to perform quarterly disaster recovery failover testing and will provide detailed information regarding testing methodology and estimated amount of time needed to complete the testing on systems including e-mail, phone system and network recovery as part of its IT Plan. The JPB reserves the right to participate in the disaster recovery failover testing.

7. Administrative Requirements

The Contractor shall keep full and accurate accounting records of costs. The JPB may inspect and audit and obtain copies of the accounting records of the Contractor pertaining to the Services at any reasonable time. The Contractor also shall provide all reports and deliverables on-time and in a high-quality fashion.

The Contractor will designate a General Manager who shall: (1) have the principal responsibility for directing and coordinating Contractor's performance of its obligations under the Agreement; (2) serve as Contractor's liaison with the JPB; (3) attend JPB Board meetings on a regular basis; (4) attend a monthly service performance review meeting with JPB staff; and (5) be available at other reasonable times to consult with representatives of the JPB. All Key Management Personnel shall report directly to or through the General Manager for the purposes of conducting work and fulfilling responsibilities required to meet the Contractor's obligations as specified in the Scope of Services.

The Contractor shall make its Senior Executives available for not less than quarterly meetings with JPB staff at the JPB headquarters, during which meetings the JPB and Contractor will review Caltrain service and Contractor's performance of Services.

8. Access to Service Property by Third Parties

To the extent that it controls the movement of trains or maintains the rail line of the JPB, the Contractor will be allowed to coordinate and oversee the physical access to, and railroad operations on, the Service Property, provided that the JPB and its agents shall have the right to enter upon any portion of the Service Property or grant entry to JPB contractors and agents subject to compliance with the operating and safety rules in effect. The Contractor also shall be responsible for providing access support to utility companies such as PG&E and AT&T for maintenance and repair activities required to maintain railroad operation. The JPB will grant entry to third parties upon the Service Property, subject to compliance with the operating and safety rules in effect and subject to the indemnity obligations set forth in the Agreement. Third parties shall sign a standard right of entry permit agreement in a form to be provided by the JPB. The JPB shall provide to the Contractor reimbursement as provided in the Agreement, for requested services, including engineering, flagging, and inspection, rendered in connection with access granted by the JPB to the Service Property by third parties. Approval by the JPB of all construction standards, forms, plans, utility crossings, and encroachments shall be a prior condition to any oversight and inspection by the Contractor.

The JPB may elect to have the construction, flagging, signal inspection, engineering, and other services provided by its own agents or other contractors. In the event of such an election, the Contractor shall be relieved by the JPB of all assessments or other penalties directly attributable to the above services performed by other agents or contractors, which would otherwise be attributable to Contractor's failure to perform in accordance with the standards set forth in the Scope of Services.

9. Sustainability

The Contractor shall develop, in consultation with and for approval of the JPB, a comprehensive environmental sustainability program that measures greenhouse gas (GHG) emission reductions and other sustainability performance indicators. Using baselines, the JPB and Contractor will develop mutually agreed upon GHG emission and other resource reduction goals for the Contractor to meet as part of fulfilling the requirements of the Agreement. The Contractor shall be responsible for ongoing monitoring and reporting compliance and shall be subject to audits at the JPB's discretion.

To promote sustainability in the office environment, the Contractor is required to set the default on all copier/printers to double-sided layout for automatic two-sided printing. All user desktop computers not engaged in mission-critical activities will be turned off when not in use, especially at night and on weekends; and the power management feature will be enabled.

10. Responsibilities upon Termination or Completion of Agreement

In the event that the Contractor is terminated or is not selected or designated as the Caltrain contractor beyond the term of this Agreement, the Contractor shall be obligated to carry out such Agreement termination and transition activities as may be required by the JPB to preserve and protect the operational integrity of Caltrain and to help effect a smooth transition to the successor contractor. Such activities shall include, without limitation:

a. Conveyance of Records and Documents

No later than 30 days after termination or completion of this Agreement, the Contractor shall furnish to the JPB all records and documents as requested by the JPB, to include, without limitation, the items listed below to the extent they exist in the Contractor's files. Additionally all reports and notifications specified in the Required Reports and Notifications section of the Scope of Services shall be made current and complete at the time of the termination or completion of the Agreement. Any such reports or notifications which normally may not be due at the time of the final day of Contractor responsibility, particularly in the case of early termination or completion, shall be completed on a pro-rated basis to the final day of the Agreement. Where practicable, all records and documents will be delivered in electronic format with hard copy. The data shall reflect conditions and status as of the final day of Contractor responsibility under this Agreement.

The above notwithstanding, any and all reports or other documents which relate to National Transportation Safety Board (NTSB), FRA or CPUC findings or deficiencies shall be made available to the JPB immediately upon termination or completion of this Agreement. The Contractor also shall, upon termination or completion of this Agreement, furnish all older records and documents covering the period July 1, 1992 through June 30, 2011 or the Service Date, whichever is later.

The records and documents to be furnished include, but are not limited to:

1. Current Timetable, Slow Orders, General Orders and copies of all such Timetables, Slow Orders and General Orders since the Service Date;
2. All Standard Operating Procedures and Plans developed for Caltrain as identified in this Scope of Services;
3. Maintenance, Repair, Inspection and Modification Project records for each JPB locomotive, passenger car, rubber-tired vehicle, maintenance of way rolling stock support equipment, and item of shop or work equipment for which warranty/repair records are kept;
4. Inventory of all assets, materials, supplies, spare parts, etc. provided or paid for by the JPB, including identification of all new, secondhand/reusable, and scrap materials where applicable, and a current pricing (valuation) of all such inventory;
5. Mileage and repair records for all JPB-provided vehicles;
6. All ROCS dispatching records;
7. Daily Operations Report database, in JPB-approved format;
8. Rail vehicle maintenance information system and material management system databases, in JPB-approved format;
9. CEMOF facility maintenance database, in JPB-approved format;
10. Network schemas of systems installed by the Contractor;
11. Records of all environmental spills, noise and hazardous material notices, warnings, violations, etc. since the Service Date;
12. All accident, fatality or other injury and property damage records, reports, claims and correspondence (including current, unsettled claims) since the Service Date; including those related to:
 - Contractor personnel (employees)
 - Grade crossing accidents
 - Motor vehicle accidents
 - Trespassers
 - Invitees (passengers, contractors, etc)
 - Lost time due to injury reports
13. All interrogatories from regulatory or other agencies, including responses and documentation;

14. All manuals, warranty documents and agreements for JPB-provided equipment, machinery, components, vehicles, trailers, etc.;
 15. Bills of sale and title documents conveying ownership of all JPB-provided assets to the JPB;
 16. Copies of all utility, service or subcontractor agreements and contracts since the Service Date;
 17. All Contractor correspondence files (material related to Caltrain/JPB);
 18. Quarterly and Annual Training Reports since the Service Date;
 19. Personnel, training and qualification, seniority roster and discipline records of all Contractor personnel not retained in the service of the Contractor beyond the term of this Agreement;
 20. All proficiency, efficiency and drug testing records since the Service Date;
 21. All communication with Federal Communications Commission (FCC) authorities, location of radio transmitters, receivers, leased lines, rented communication services, etc.;
 22. All inspection reports, including track inspection, switch inspection and corrective actions;
 23. Names and telephone numbers of all business contacts with emergency cranes for derailments, UP Cline trucks, police, ambulance, Hazmat and earthquake contacts;
 24. Current Purchase Orders issued but not fulfilled and reimbursable expenses for labor, material and other expenses not billed; and
 25. Assigned and assignable subcontractor agreements.
- b. Audit of Service Property and Service Equipment Condition

For the purpose of verifying that Service Property and Service Equipment transferred to the Contractor on the Service Date is returned to the JPB on the termination or completion date in like or better condition, normal wear and tear excepted, an audit of the condition of Service Property and Service Equipment will be conducted. The audit must be completed prior to the last day of the Agreement term.

For the purposes of this section, the audit of the condition of the Service Property shall consist of a joint Contractor-JPB hi-rail inspection to be conducted on or about the termination date and joint Contractor-JPB physical inspection of other JPB properties and facilities, to be conducted on or about the termination or completion date. The audit of the condition of the Service Equipment will consist of a videotape record of the interior and exterior of each unit of JPB rolling stock (cars and locomotives).

A comparison of the results of these contract termination audits will be made with the initial list of Service Property, Service Equipment and other JPB provided assets as of the Service Date. For any Service Property or Service Equipment determined by the JPB to be in a lesser or poorer condition than that existing as a matter of record as evidenced by the initial and termination audits described above, normal wear and tear excepted, and where such lesser or poorer condition results from Contractor's Excluded Conduct as described in Hold Harmless section of the Agreement, the JPB may, at its option require: (1) that the Contractor correct, at Contractor's expense, such condition; (2) that the Contractor pay the JPB an amount in cash representing the then current cost of rectifying such condition; or (3) a combination of (1) and (2). The dollar value of any such required payments shall be subject to the mutual agreement of the parties.

c. Cooperation with New Contractor

The Contractor shall be obligated to provide a "best effort" level of cooperation with the new Caltrain service contractor to help ensure a smooth transition to the new service provider. Such cooperative efforts will include, without limitation, the following:

1. Provision of copies of all current Contractor labor agreements with crafts represented in Caltrain service;
2. Provision of access for new contractor personnel to Contractor's personnel for the purpose of providing relevant information regarding JPB Service Property, Service Equipment and operations;
3. Attendance by Contractor personnel at such joint transition meetings as may reasonably be required by JPB or the new contractor; and
4. Provision by Contractor of sufficient management and supervisory personnel during the initial seven days of Caltrain operations conducted by new contractor to assure a smooth and efficient service transition.

d. Transfer of Vehicles

The Contractor agrees that any vehicles used by the Contractor in providing the Services and for which the JPB has reimbursed the Contractor as a Direct Cost shall be the property of the JPB, and the Contractor shall promptly take all necessary actions to transfer title thereto to the JPB. Unless otherwise expressly provided in this Agreement, upon expiration or termination of this Agreement, the JPB also shall have the option, but not the duty, to assume any or all leases of vehicles used in providing the Services, provided that the JPB shall be obligated to pay any costs of the Contractor for termination of leases that previously have been approved by the JPB and are not assumed.

11. JPB-furnished Property

The JPB shall furnish the Contractor with property for use in connection with the performance of the Scope of Services ("JPB-furnished Property"). Certain JPB-

furnished Property will have been acquired previously by the JPB and will be furnished to the Contractor for use under the terms of the Agreement. Other JPB-furnished Property will consist of property purchased by the Contractor on the JPB's behalf during the term of the Agreement, for which the Contractor will be reimbursed. Title to all JPB-furnished Property shall vest in the JPB and such Property will be licensed to the Contractor for use under the terms of the Agreement. All JPB-furnished Property is subject to the provisions of this section.

JPB-furnished Property shall be used only for the purpose of performing the Scope of Services, unless otherwise directed in writing by the JPB or specified in the Agreement. The JPB and its designees shall have access at all reasonable times to the premises in which any JPB-furnished Property is located for the purpose of inspecting the JPB-furnished Property. Upon reasonable notice, the JPB shall have the right to inspect all Contractor-maintained inventories, JPB-furnished vehicles, property and other assets.

JPB-furnished Property and any related data and information that the Contractor may request, which is reasonably required for the intended use of the Property, or is reasonably available, is furnished to the Contractor "as is."

The Contractor shall promptly take such action as the JPB may direct regarding the removal, shipment, or disposal of JPB-furnished Property. If JPB-furnished Property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of such Property, notify the JPB detailing the facts, and, as directed by the JPB, either repair, modify, return, or otherwise dispose of the Property.

The Contractor shall conduct and report to the JPB the results of annual (at the end of each Fiscal Year) inventories of all materials in storage or warehouse locations, materials stored in "stockpile" locations, and all JPB-furnished Property or other assets with a purchase price value of \$500 or more. The end of Fiscal Year inventory shall start on or after June 15th and be completed no later than June 30th each year. The Contractor shall have a third-party contractor conduct and report the inventory after the first Fiscal Year and every other year thereafter. The same inventory schedule, due date, and report requirements specified in Agreement shall be adhered to when the third-party contractor performs the inventory. In addition, the JPB, at its own expense, may conduct inventories of any JPB-furnished Property.

The JPB will provide the Contractor the existing inventory of materials and parts. The Contractor, previous contractor, and JPB shall conduct a joint complete inventory at CEMOF, Menlo Park and each storage location no more than 30 days prior to the Service Date of the Agreement. At the termination or expiration of the Agreement, the Contractor and JPB shall conduct another joint complete inventory.

Upon termination or expiration of the Agreement, all JPB-furnished Property not consumed in performance of the Agreement shall be returned to the JPB in the same condition as when the Contractor received, or originally repaired or modified it, normal wear and tear excepted.

2.2.B. TRAIN OPERATION, CREWS AND PERFORMANCE

The Contractor shall provide qualified personnel to operate and manage Caltrain service, deadheads, special trains, test trains, work trains, and service recovery trains on the JPB right of way and any UP-owned right of way on which the Caltrain service operates. All personnel utilized by the Contractor to operate or manage Caltrain shall be experienced, possess all necessary certifications, and have successfully completed the Contractor's JPB-approved Training Program.

The Contractor shall operate Caltrain service in accordance with the latest versions of:

- Caltrain and UP Timetables, Special Instructions, General Orders, and Bulletins
- General Code of Operating Rules (GCOR)
- All applicable CFR requirements
- Applicable Federal, State, and local laws and regulations
- JPB SSPP and Caltrain's Passenger Train Emergency Preparedness Plan (PTEP)
- Caltrain schedules
- All applicable equipment operating instructions
- All approved Caltrain customer service policies
- Caltrain codified tariff and fare policies
- All other policies governing the safe, efficient operation of the train

The Contractor shall develop a comprehensive set of Train and Engine Crew SOPs that will address procedures for engineers and onboard personnel, including conductors and fare inspection. SOPs shall be available for JPB approval 90 days prior to the Service Date of the Agreement.

1. Engineer Qualifications

The safe operation of the train is of the utmost importance to the JPB. Train engineers shall be qualified, certified and trained in accordance with 49 CFR 240 and shall have a valid driver's license issued by a state within the United States. The Contractor shall develop a Caltrain Engineer Certification Program in accordance with Section 240. The Engineer Certification Program is to be submitted to the JPB for review and approval 90 days prior to the Service Date of the Agreement and to the FRA 30 Days prior to the Service Date of the Agreement.

All engineers must be able to qualify on Caltrain equipment, which includes train handling, operating rules, and physical characteristics through written and oral testing and demonstrated and observed train handling. In addition to the safe operation of the train, engineers must possess specific knowledge to be able to

trouble shoot routine mechanical issues en route. The Contractor's training program must include provisions for such trouble shooting purposes.

2. Onboard Personnel Qualifications

All duties shall be performed as described in the Train and Engine Crew SOPs that will be developed by the Contractor for JPB approval, the PTEP plan as required by 49 CFR 239, and the Caltrain SSPP, as well as all other applicable documents.

The Contractor shall provide adequate staff to maintain the safe operation of the train, the safety of its passengers and customers on the platforms, provide a high degree of on-time performance and customer service and protect revenue through thorough fare enforcement. Collection and protection of revenue from customers is critical to the financial success of Caltrain. The JPB reserves the right to assign JPB personnel or other third-party contractors to observe conductor and assistant conductor actions or to supplement their duties in non-railroad related areas, including but not limited to verifying tickets and validations, writing citations, and performing passenger counts.

a. Conductors

The Contractor shall provide conductors that are qualified on Operating Rules, Air Brake Instruction, Safety Rules, Emergency Evacuation procedures, First Aid Training, Timetable Special Instructions, basic mechanical troubleshooting, and ADA and customer service requirements. Conductors shall be trained according to the Contractor's approved training plan and operate the train according to the approved Train and Engine Crew SOPs.

b. Fare Inspection

The Contractor shall be responsible for onboard (or other locale) verification of proper fare instruments required of customers. This verification shall be performed by conductors or other Contractor personnel as may be mutually agreed upon by the Contractor and JPB. The Contractor shall have, as a management objective, an onboard fare instrument inspection rate goal of 50%, subject to announced or unannounced audit by the JPB.

Contractor fare inspection staff shall perform duties in accordance with all applicable JPB fare policies as outlined in the Caltrain Codified Tariff. Contractor personnel responsible for fare inspection and enforcement shall attend and satisfactorily complete a course of instruction administered by JPB Protective Services pursuant to the California Penal Code. Such personnel must be eligible for appointment by the JPB as a public officer and shall enforce Proof-of-Payment (POP) fare policies consistent with the Caltrain Fare Enforcement Policies and Procedures Training Manual, including writing citations as the situation may warrant and verifying tickets or passes purchased with the Clipper card using a car reader provided. The Contractor shall submit a Fare Enforcement plan for JPB approval including inspection, validation and reporting procedures 90 days prior to the Service Date of the Agreement.

All Clipper handheld card readers will be furnished, maintained and repaired by

the JPB, including spares and replacements. Contractor personnel must be trained in the use of the readers, which will include removal from/replacement in recharging units on a daily basis. The Contractor shall be responsible for “First Line Maintenance” of the card readers, which involves (1) keeping the equipment clean and safe from damage, (2) contacting vendor or JPB to report device swap outs and request replacement units, (3) replacement of devices with a JPB-furnished spare, and (4) being responsible for securing/storing all on-site inventories.

3. Train Crew Staffing

To accomplish the above-stated goals, the Contractor is encouraged to employ creative and non-traditional methods of onboard staffing. This shall be demonstrated through the Train Operations Staffing Plan which is due 60 days prior to the Service Date of the Agreement for JPB approval and shall be reviewed periodically by the JPB and Contractor to ensure that all JPB objectives are being met.

a. Crew Requirements

The current crew requirement per train as of FY2011 is one engineer, one conductor and one assistant conductor, and they perform all duties related to train operation, safety, customer service and fare enforcement. The JPB's objective with regard to crew requirements envisions an approach to staffing by the Contractor that deploys engineers and conductors in a manner that maximizes operational efficiencies and cost economies while meeting overall safety and customer service standards of the Contract. To this end, the Contractor is expected to assess the types of Caltrain service provided (peak, off-peak, weekend, and special service) and deploy, through the Train Operations Staffing Plan, a train crewing strategy that attains the JPB's goal of operating train service safely and cost-effectively with a high degree of customer service and fare policy enforcement.

b. Staffing Levels

The JPB and Contractor will normally agree on staffing levels at least 30 days prior to the implementation of a new public timetable. In the event the parties cannot agree, the JPB will set the standards. The Contractor shall make every effort to exercise control over the schedule run and crew couplet development process to maximize the staffing efficiency of schedules and reduce costs.

c. Crew Assignments

The Contractor shall be responsible for developing crew and consist assignments. Assignments shall be accessible to and subject to review by the JPB. The Contractor shall report all daily crew assignment deviations on the Daily Operations Report. The Contractor also shall develop and submit to the JPB a monthly report identifying trains where the staffing levels, established in the approved Train Operations Staffing Plan, have not been met during the previous month.

4. On-time Standards

a. Time Points and Methods for Measurements

Train performance (running time) will be measured in both northbound and southbound directions daily. Actual train running times will be recorded between the initial terminal and intermediate point(s) shown below, and between the last intermediate point and the final destination (terminal point) of each train.

- San Francisco (terminal point)
- Redwood City (intermediate point)
- San Jose Diridon (terminal and intermediate point)
- Tamien (terminal and intermediate point)
- Gilroy (terminal point)

Each train performance segment so measured will constitute one measured train for the purpose of calculating the percentage of on-time trains, as further described below. The measured departure time at an initial terminal or at an intermediate point will be the actual leaving time from these locations as measured by the ROCS. The measured arrival time at terminal points will be that arrival time reported by the ROCS. The JPB also may choose to monitor performance at other points such as Millbrae and Mountain View for service quality purposes.

The on-time performance provisions of this section do not apply to Special Event trains which are not in the published timetable. For all such Special Event trains, the JPB and Contractor will meet and agree upon the applicable schedules, which shall then be subject to the provisions of the Agreement. If the Contractor and JPB cannot reach agreement on such schedules, the decision of the JPB will prevail.

b. On-time Performance Calculation

Except as noted below, actual train running times will be measured against times reflected in current published Caltrain public timetable, which may be modified periodically. On-time is defined as within five minutes of the scheduled time at all measuring points for the timetable in effect.

At any time during the Agreement, the JPB may adopt weekend shutdowns, nighttime shutdowns, temporary "bus-bridge" services or other service alterations, any or all of which will require the utmost in Contractor cooperation and flexibility. The performance standards requirements associated with these construction-related schedule changes shall be subject to negotiation between the parties, subject to the JPB's final written approval.

Each day, the on-time performance of Caltrain service will be calculated by dividing the number of times each train arrived on time at each measuring point

by the number of trains scheduled between each measuring point during the day. Calculations will be provided to the one-hundredth-percentage point (x.xx). In the event of a dispute over train performance, the JPB and Contractor will meet in a good-faith effort to resolve the issues. In the event a dispute over train performance is not resolved, the decision of the JPB will be final.

c. Relievable Delays to Trains

Relievable Delays are those for which the Contractor receives an allowance in on-time performance at each measuring point for a specific train for a documented number of minutes directly related to one or more of the causes listed below:

- An allowance of up to two minutes per Special Event stop at the Stanford Station on a scheduled train on the Caltrain system.
- An allowance directly related to the amount of delay time caused by Restriction required by Construction or Maintenance programs sponsored or approved by the JPB, to be mutually agreed upon by the Contractor and JPB. Relief for delays caused by Construction or Maintenance programs will be negotiated on a case-by-case basis. Delays caused by long-term slow orders (more than one week in duration) will be calculated from a mutually-agreeable formula based on train performance characteristics, average speed over the limits of the slow order, and proximity to stations, with the calculated amount representing the relievable delay.

There will be no other allowances or tolerances eligible as Relievable Delays.

d. Mitigation and Relief for Subsequent Delays

The Contractor shall have an affirmative obligation to mitigate delays to subsequent trains. This shall include, without limitation, strategies to reduce or eliminate delays which cause train bunching, such as expressing the lead train. Also, the Contractor shall endeavor to rearrange or accelerate crew changes or routine maintenance activities where beneficial to the performance of a delayed train. In these cases, where subsequent delays are claimed as relievable by the Contractor, the JPB and Contractor shall meet and confer as to claim validity. Each trip shall be counted separately. Exclusions due to delays on prior trips will not excuse a delay on a subsequent trip of the same crew or trainset.

2.2.C. TRAIN MOVEMENT CONTROL AND DISPATCHING

1. Control Center

The JPB shall provide a control center that contains the full array of dispatching equipment including ROCS for dispatching trains, a voice communications system (DTX), a radio and phone system voice recorder (NICE), an earthquake monitoring system, and space to equip an Emergency Operations Center (EOC). The control center also contains a public information system (PADS) that controls the public address and visual messaging systems at the stations. This system is also capable

of delivering real time arrival information via Global Positioning System (GPS) units on Caltrain trains.

The Contractor shall utilize all features of the control center, as mutually agreed upon. These features include certain automatic report generating capabilities. The CCF, located in San Jose, houses the system and workstations. It has two desks for active commuter operations supervisors, one desk for commuter operations manager, one Operations Control maintenance/replay desk, and one desk for public information clerk.

The CCF is the center for train dispatching, the EOC and Caltrain customer information. Caltrain dispatchers are responsible for dispatching all train traffic between San Francisco and San Jose up to CP Lick in South San Jose. This includes dispatching Caltrain, as well as ACE, Capitol Corridor, Amtrak Long Distance and UP freight trains.

Public information clerks are responsible for disseminating all delay information to the Caltrain Customer Service Center and operating all platform signage and public address systems. The public information clerk shall make announcements and post messages in accordance with Control Center SOPs.

2. Dispatching Priorities

While Caltrain commuter trains take first priority, Contractor dispatch personnel shall make every effort to expedite the movements of all trains safely and on-time through the system. More specifically, unless otherwise advised in writing by the JPB, the Contractor shall consider JPB trains as first priority on Tracks 2 through 9 and UP trains shall have priority on Track 1 between CP Coast and CP Michael. The Contractor may handle Amtrak long distance trains and Capitol Corridor trains via Tracks 2 through 5 if necessary. ACE trains shall be handled via Track 1 except in case of emergency. The Contractor shall handle trains of other carriers between CP Coast and CP Michael with reasonable dispatch. Any unusual incidents or issues involving other carrier's trains shall be reported promptly to the JPB.

3. Staffing

The CCF will be staffed 24 hours a day, seven days a week. The Contractor shall provide in the CCF, at a minimum:

- One train dispatcher at all times with two train dispatchers on weekdays during revenue service hours;
- One supervisor of train movement at all times; and
- One public information clerk at all times during revenue service hours.

All activities within the control center, including staffing, train movement, track outages, and emergency response procedures shall be directed by one higher level supervisory oversight position (director, superintendent, etc.) with overall responsibility.

4. Qualifications and Training

Dispatcher qualifications and training shall be consistent with industry standards and subject to the approval of the JPB. Training shall include, but not be limited to: Safety; Operating Rules; Physical Characteristics; Emergency Management, including Incident Command System (ICS); general troubleshooting and equipment familiarization. The Contractor shall also provide on the job training (posting) of sufficient duration as approved by the JPB. Dispatchers shall participate in familiarization training, as approved by the JPB, regarding how to communicate and work effectively with the JPB's designated Emergency 911 Communications' Center.

5. Standards and Protocols

During mobilization, the Contractor shall be responsible for developing a set of Control Center SOPs and a dispatcher training program for JPB approval, due 90 days prior to the Service Date of the Agreement. One of the elements of the SOPs shall require that Contractor CCF personnel promptly make all notifications relevant to police, fire and Emergency Medical Services directly to the JPB's designated 911 center regardless of the location in which an incident occurs. These notifications shall include instances of workplace violence.

2.2.D. SERVICE EQUIPMENT AVAILABILITY, MAINTENANCE AND CLEANING

The JPB will furnish to the Contractor the passenger service and maintenance of way equipment as shown in Exhibit B for use in providing Caltrain service. The Contractor shall have an affirmative obligation to operate the service with the minimum number of train consists required and to undertake periodic reviews of equipment requirements with the goal of maximizing equipment utilization.

All Service Equipment (i.e., locomotives and passenger cars) operated for the JPB shall, at a minimum, comply with all applicable regulations of the FRA, CPUC, and Association of American Railroads (AAR). The Service Equipment shall be maintained and otherwise worked on in compliance with the latest standards and recommended practices of the AAR, American Public Transportation Association (APTA), and National Fire Protection Association (NFPA), and the latest revisions of the applicable sections of 49 CFR 200 through 239. The work shall also conform to the requirements of the United States Environmental Protection Agency (EPA), and any applicable regulations of the State of California. Exceptions may be made to these requirements where the existing rolling stock is registered as being in "excepted," "restricted," or similar status with an appropriate regulatory agency.

1. Service Equipment Availability and Fleet Requirements

The Contractor shall provide a Fleet Requirement Plan for Service Equipment to support the service levels and quality expectations of the JPB. The plan shall be submitted 90 days prior to the Service Date of the Agreement for JPB approval and shall outline the manner in which the available fleet will be used within the guidelines provided below, including the following:

- Train consist requirements by equipment type and day of the week

- Locomotive requirements by day of the week
- Gallery car requirements by car type and day of the week
- Bi-level car requirements by car type and day of the week

The Contractor must have active train consists available to meet schedule requirements. All train consists must be five-car consists whether gallery car or bi-level. Gallery and bi-level cars must not be commingled in consists. All bi-level car consists shall be used for revenue service unless required for periodic inspection or maintenance, in which case it will be replaced by a gallery car consist. One five-car gallery car protect consist with locomotive shall be available at both San Francisco and CEMOF, seven days per week. Additionally, a five-car planned maintenance consist is required.

All gallery car consists shall include one cab/bike car, one ADA lift-equipped car, and one luggage trailer car. Bi-level car consists shall include two bike cars. All train consists with two bike cars shall be utilized in service to the greatest extent possible and shall be deployed as directed by the JPB.

The Contractor shall have locomotives available for revenue service, planned maintenance and non-scheduled maintenance. All available MP36PH-3C locomotives shall be utilized and only an emergency situation approved by the JPB shall justify powering of a bi-level car consist with other than an MP36PH-3C locomotive. There shall be one gallery car scheduled for air brake maintenance. A five-car gallery consist shall replace a five-car bi-level consist when the bi-level consist is scheduled for maintenance. In the event the bi-level fleet is reduced by one car for unscheduled maintenance or repair the four-car bi-level consist shall be placed as a protect consist and replaced with a five-car gallery consist in the operational turns.

The Fleet Requirement Plan will be periodically reviewed to consider alternatives that benefit the JPB either by reducing the equipment count requirement or increasing usage to successfully enhance the service or maintenance practices. Minimum equipment requirements shall be adjusted for conditions beyond the reasonable control of the Contractor (e.g., JPB equipment offline for heavy overhaul without adequate replacement equipment furnished by the JPB).

2. Maintenance Program

The Contractor shall be responsible for maintaining all Service Equipment in accordance with manufacturer maintenance standards and a scheduled maintenance program. The Contractor shall develop and submit an Equipment Maintenance Program for JPB review and approval 60 days prior to the Service Date of the Agreement. The Equipment Maintenance Program shall include all equipment maintenance and inspection instructions, procedures, training programs, and staffing plans and shall be developed taking into consideration and incorporating, where appropriate, the existing JPB maintenance program, industry best practices, Original Equipment Manufacturer (OEM) recommendations, and regulatory guidelines. The program may be modified from time-to-time by mutual agreement

between the Contractor and JPB. New locomotives, overhauled locomotives, new passenger cars, and overhauled passenger cars may have identified warranted components for some period of the Agreement. The Contractor shall provide for all scheduled and unscheduled maintenance and repair of JPB equipment, including, without limitation:

- Replacement or repair of failed rotating parts, components, subsystems and support systems, including power assemblies and prime mover-associated components, and locomotive traction motors
- Locomotive/car wheel truing and replacement of worn, broken or defective wheels and defective or worn brake shoes, brake heads, rigging, and brake discs
- Replacement or repair of failed radiators, cooling fan motors, dynamic brake grids and grid cooling fans, and control devices and wiring, including Separate Head-End Power package radiator and cooling fan motor on units so equipped
- Replacement of Separate Head-End Power unit components, including internal and external associated engine components, alternator and associated control circuits, contactors and electrical components in the AC power circuit
- Running repairs to all electrical parts, air brakes, and car body, including AC and DC wiring and circuitry
- Replacement of all air hoses and angle cocks
- Replacement of failed or worn couplers, knuckles, and draft gears, including associated devices
- Replacement or repair of failed trucks or components
- Replacement or repair of failed air conditioning equipment
- Replacement of broken or worn coach and crew seats, including covers, foam, support springs, and arm rests
- Replacement or repair of defective car doors, door operators, tracks, and electrical switches and safety devices associated with proper door operation
- Replacement or repair of wheelchair lifts and all related components, wiring and control devices
- Replacement of broken or damaged glazing, including graffiti, or scratched glazing
- Replacement or repair of all signage, interior and exterior, that is damaged or defective in both passenger cars and locomotives
- Repair of dents during routine maintenance, where practicable, and touch up of nicks, scratches, and worn paint

- Repair of damage due to accidents or vandalism (including graffiti)
- Approved minor modifications

The Contractor may, with JPB written approval (which approval shall not be unreasonably withheld), contract Service Equipment maintenance (including servicing, periodic maintenance and overhaul, and other program/heavy repairs) to one or more third parties where such work is either beyond the capability of Contractor forces or facilities to perform effectively or economically or where third-party maintenance will be to the relative benefit of the JPB.

Periodic maintenance work shall be done in accordance with printed instructions. Legible, full name signatures shall be used on all inspection/maintenance and Federally required forms. Each maintenance task item identified on the form shall be signed as complete by the person that performed the task. Completed forms shall be signed by the foreman who is responsible for supervision of the maintenance work, and additionally signed by the manager in charge indicating that the maintenance form has been reviewed. Forms shall be available for inspection by JPB representatives no later than three days after completion and kept on file for at least three years.

To facilitate movement of equipment within the yard limits, the Contractor shall make available qualified maintenance craft personnel to operate the Service Equipment. The qualified maintenance craftsmen shall operate rail car movers, locomotives, and cab-control cars to move Service Equipment within the yard limits of CEMOF to work and inspection locations at the maintenance facility in support of the mechanical department's needs. The Contractor's training program shall address training and certification of maintenance craftsmen to perform the duties as outlined above.

3. Maintenance Instructions

Inspection, servicing, maintenance and repairs of all rolling stock shall be carried out in conformance with the maintenance instructions developed by the Contractor and agreed to by the JPB, which will use the manufacturers' maintenance instructions and manuals as a guide. These instructions/manuals, to be furnished to the Contractor by the JPB, shall include:

- Locomotive Service
- Engine Maintenance
- Maintenance Instructions
- Supplier Instructions
- Gallery Type Rail Passenger Cars Maintenance and Spare Parts Manuals, Vols. 1-4
- Locomotive operating and service manuals provided by Boise Locomotive Corp.; Alstom, Inc; and Motive Power, Inc.

- Passenger car manuals provided by Nippon Sharyo; Alstom, Inc.; and Bombardier Transportation

All maintenance, including programmed maintenance, will be performed in accordance with pertinent manuals, and must be done in accordance with manufacturers' or repair contractors' warranty provisions. All maintenance inspections must conform to FRA, CPUC and APTA Passenger Rail Equipment Safety Standards (PRESS) rules and regulations.

Costs for additional work required which may be associated with JPB's acquisition of rolling stock of a different type than that existing at the Service Date of the Agreement (e.g., mechanical training, spare parts, etc.) will be compensated for in accordance with the provisions for Additional Service as documented in the Agreement until such time the work can be included in the next Basic Service Plan.

4. Alterations and Modifications

The Contractor shall not undertake any alteration or modification of cars or locomotives without express written permission of the JPB. If the modification is originated by the Contractor, the Contractor shall submit a written description of the work, with sketches and wiring schematics as appropriate, and a detailed cost estimate for approval. During the course of the modification program, the Contractor shall submit periodic progress reports at least monthly and shall keep a permanent record of those units which have been modified. Revised vendor components which replace obsolete components and which may require minor modifications in order to install, shall not be considered modifications under the intent of this section.

5. Locomotive Maintenance and Cleaning

All locomotives in service shall be maintained so as to develop their designed horsepower and speed and equipped with a functioning radio. Locomotives must not be operated with non-functional auxiliary equipment except in case of emergency. All trains will be equipped with spare jumper cables located in a readily accessible and standard location. This shall include all cables of non-fixed attachments.

Locomotives shall not be allowed to idle unnecessarily. The Contractor shall follow written instructions for idling and fuel conservation which shall be developed jointly between the Contractor and JPB. Such instructions shall include being mindful of the Shared Objectives agreed to by the JPB and CEMOF Monitoring Committee. Automatic fuel shutoff equipment on locomotives and fuel stanchions shall be maintained in working order at all times. Locomotives shall not be dispatched with fuel leaks.

Any train in active service having a layover of more than one hour shall be connected to available standby ground power when required. Train shall be retained on ground power during any cleaning or inspection process which requires electrical power. Locomotive Head-End power shall not be used for the equipment prior to twenty minutes before scheduled departure time. All passenger car side doors are to be closed except during cleaning of vestibule steps, and only left in open position twenty minutes before scheduled departure time. Ground power shall be used for layover trains in the Storage Yard at CEMOF.

All local, State, and Federal air pollution control standards shall be met. No adjustment or modification shall be made to any equipment that would affect the emission quality standard.

a. Daily Cleaning

The following items shall be addressed on a daily basis on all locomotives:

- Clean cab of papers and other debris. Wet mop floor, and clean and wipe walls and bulkhead with approved liquid cleaner.
- Clean nose compartment of papers and debris. Clean toilet, drain contents and recharge. Wipe walls and doors with approved liquid cleaner.
- Clean windows and windshields, both interior and exterior surfaces, with approved liquid cleaner and flush with clear water. Ensure all dead bugs are removed from windshield, and that it is free of residue that could cause glaring from opposed lighting conditions. Remove spotting.
- Empty trash receptacle and replace trash receptacle liner bag.
- Seats should be clean and in good serviceable condition. Replace if torn or not adjustable.
- Wipe up oily floors in engine room.
- Clean water cooler and supply cab with drinking water and health and welfare supplies for engineer.

b. Additional Cleaning

The following items shall be attended to after completion of the required JPB 15-day inspection and before the locomotive is returned to revenue service:

- Clean the engine room and exterior of locomotive car body, using approved pressure washer. Special care is to be given to the edges of decals, signs, and painted striping so as not to increase peeling of edges (weather and facilities permitting).
- Steam clean trucks, fuel tanks, and underside of locomotive.
- Clean cab sidewalls and ceiling and wet mop cab floor.

6. Passenger Car Maintenance and Cleaning

Passenger cars shall be equipped with full seating except for seats removed for bicycle or luggage storage and ADA accessibility seating areas. Damaged seats shall be repaired within 24 hours, with material of comparable type and color to existing. When comparable materials are not available, materials of different type and color may be used with JPB written approval.

Lighting fixtures shall be adequately maintained. All lights must be of the same general color in each car. Defective lights, including overhead reading lights, shall be replaced daily.

HVAC systems shall be maintained, with thermostatic controls functional and temperature maintained in the range as specified in the appropriate car maintenance manual by vehicle type. Pre-season air conditioning and heating inspections shall be completed on all passenger cars prior to seasonal demand. Annually all passenger cars shall have HVAC pre-season inspections completed by May 15 (for air conditioning) and by November 15 (for heating).

Floor coverings shall be repaired or replaced with approved materials when worn. Special attention shall be given to the carpet disc attached to center pin access plates on Gallery passenger cars, which shall be renewed or replaced if worn or frayed.

All doors shall open and close easily and latch properly. Door guides and tracks shall be cleaned and made free of debris during daily cleaning. All automatic “touch-pad” activated doors shall be functional at dispatch. Bent step-wells shall be straightened within 24 hours. There shall be no loose treads, sills, or other tripping hazards.

Car windows shall be maintained to meet JPB transparency requirements in effect as of the Service Date of the Agreement. Passenger car windows include car body side windows, side door windows, bi-parting door windows, end door windows and all glazing in cab-control area. Broken, cracked or damaged windows shall be replaced in conformance with FRA glazing instructions using same color in all windows of any one car. In addition, all broken or cracked windows shall be taped promptly to prevent spalling. No car shall be operated with more than two broken windows except to complete a round trip. All known or reported broken, cracked or damaged windows shall be replaced within three days.

When a leaky roof or side sheet is detected, the source of the leak must be located and repaired, within one week. Painted surfaces must be retouched with approved paint and colors after repairs. All graffiti shall be removed daily. Offensive graffiti shall be removed prior to train dispatch from San Francisco, San Jose and Gilroy.

Cars shall not be dispatched with safety hazards or obvious defects, including but not limited to damaged, frayed or missing holding cords on bike racks. All wheelchair lift equipment in service shall be checked daily and maintained in operable condition. Daily inspection and periodic scheduled maintenance of wheelchair lifts are to be performed as outlined in the Rincon Maintenance and Instruction Manuals.

The Contractor shall replace damaged or missing signage for priority seating, wheelchair accessibility, bicycle and luggage stowage or any other signage providing information to PNAs at the earliest opportunity. The Contractor shall be responsible for keeping all information racks on board trains stocked with materials approved and provided by the JPB. Consists must be checked periodically throughout the day to ensure racks remain neat and stocked with materials.

Public address systems shall be maintained in working order. In the event that a car is dispatched with a non-functioning public address system, crews will be required to make intelligible announcements in such cars at each station. All mechanical and electronic announcements, warning or other indicator systems shall be maintained in working order. Non-functioning equipment shall be replaced prior to dispatch.

All passenger cars shall have all loose trash (newspapers, paper cups, etc.) picked up and disposed of in receptacles, and trash containers which are located in car vestibules. Toilet compartments shall be emptied after the termination of each one-way trip. Trash bins in the toilet room shall be attached to the wall after cleaning. All toilets shall be serviced prior to the beginning of the first trip of the operating day. All toilet holding tanks shall be emptied at least daily or more often as needed. Lavatory supplies shall be replenished as needed prior to each one-way trip. All equipment that has a layover in excess of 30 minutes in San Francisco shall have the toilets serviced, tank contents removed, tank recharged and toilets cleaned. All Gallery car equipment that passes through "service tracks" at other locations shall also have toilets serviced, tank contents removed, tank recharged and toilets cleaned. All Bombardier car equipment shall have the toilets serviced, tank contents removed and tank recharged daily. Toilets are not required to be flushed and dumped at the Tamien Station.

a. Daily Cleaning

The Contractor shall sweep or vacuum or otherwise make clean and presentable every rail passenger car. The following items shall be addressed on a daily basis on all rail passenger cars:

- Clean debris and vacuum floors. Remove debris under and around seats and wall area.
- Wet mop floors in cab cars and remove grease and oil.
- Clean interior windows and sills with approved cleaner and wiping rag. Any unauthorized markings, dirt or general grime shall be removed daily from the interior windows prior to the first scheduled departure.
- Wet sponge seats where needed. Replace cushion if stained or soiled.
- Clean toilet and sink and check water supply and toilet for proper operations.
- Fill water tank.
- Clean interior and exterior of operating control cabs.
- All litter shall be removed, including ticket stubs. All beverage spills shall be removed. All chewing gum and like substances shall be removed. Torn advertising placards, damaged public notices, and other unsightly items shall be removed. Stickers, posters, and other unauthorized signs shall be removed, including any tape and adhesive residue. Expired Caltrain notices and seat drops shall be removed.

- All cove moldings, joints, seat pedestals, and other interior service must be kept clean. All litter receptacles shall be completely emptied, and, if the receptacles are dirty, washed and sanitized.
- Handprints, footprints, and other dirty conditions left by maintenance personnel and others on access panels, seats and interior panels, shall be removed.

b. Exterior Washing

The Contractor shall complete exterior washing of all train sets at CEMOF, including one locomotive per train set, every other day to the fullest extent possible.

c. Additional Cleaning

In conjunction with 180-day car maintenance, the Contractor shall be responsible for heavy car cleaning according to heavy cleaning standards. Additionally, with the 180-day inspection of the cars, the following portions of the cars which are not normally cleaned should be cleaned:

- Trucks
- Visible portion of battery box
- Visible portion of main reservoirs
- Diaphragm ends
- Exposed air brake components and piping

7. Quality Control

Measurement of adherence to the Equipment Maintenance Standards set forth in this section shall be evaluated based on the results of a monthly inspection made by a joint inspection team composed of JPB and Contractor representatives. Such inspection shall be unannounced and consist of an examination of selected equipment, as well as the records of maintenance and cleaning for that equipment. A report of the joint inspection team shall be provided to the JPB.

The Contractor shall institute a materials quality assurance program designed to maintain inventory conformance with OEM specifications and assure that quality materials are applied to Caltrain vehicles as part of the Agreement.

8. Fleet Management

The Contractor's provision and maintenance of rolling stock shall include those activities necessary to manage the fleet of trailer cars, cab cars and locomotives, along with other identified equipment. These activities shall include, but are not limited to:

- An automated rail vehicle maintenance information system acceptable to the JPB to record the condition, compliance, and configuration of the fleet's population, which information shall be made available to the JPB in electronic form for viewing only
- A supply of renewal and repair material, including a material management system to manage the purchasing and disbursement of the material
- Utilization of service subcontractors
- Configuration management of the fleet
- Coordination regarding ridership demands and vehicle assignments

a. Warranty Provisions

Repairs made by the Contractor shall at a minimum follow the standards and practices described in this section. Warranties owned by the JPB shall be aggressively administered by the Contractor, including fleet defect and other field modification programs. Inspections, troubleshooting, and repair work shall seek to reveal circumstances where the JPB warranties apply. Such work shall be part of the routine duties, and shall not be considered Additional Services. Where the warranty covers only material and parts, and not labor, all material and parts may be used by the Contractor without cost.

The Contractor shall prepare and maintain the data necessary to advance claims, both for individual repairs and for fleet defect and field modification programs, and meet locally with suppliers as JPB requests. Such preparation and maintenance shall be facilitated by the rail vehicle maintenance information system and by the material management system provided by the Contractor.

b. Contracting to Suppliers

The Contractor may engage in retrofits, field modifications, renovation, warranty repairs, and other program rolling stock work as a subcontractor to a JPB supplier without penalty, but only when applied to JPB rolling stock and only with the written approval of the JPB. The Contractor shall demonstrate to the JPB's satisfaction that its financial accounting and control systems and procedures will prevent the JPB from being inappropriately charged for the costs of such work.

c. Configuration Management

The configuration of the fleet shall not be degraded. Configuration management shall be improved as opportunities arise, and the Contractor shall use the vehicle information and material management systems to implement systematic improvements to the configuration management of the fleet. The Contractor's configuration management must be in compliance with the requirements of the JPB's SSPP.

1. Modernization, Additions and Improvements

Modernization, additions, and improvements to equipment that can be achieved during the normal maintenance cycle shall be included in the BSP. Modernization, additions, and improvements that cannot be achieved during the normal maintenance cycle will be considered Additional Services. Modernizations, additions, and improvements may be carried out by the Contractor for its own benefit. Such work shall be subject to written approval of the JPB and shall comply with other provisions of this section.

Such improvements also shall become the property of the JPB as they are undertaken and shall be documented as required by the configuration management process.

2. Retrofits and Changes

Changes to the rolling stock's configuration shall result in documented, controlled, uniform, and traceable systems on the coaches, inventories, work equipment, and locomotives. All such changes shall only occur following JPB written approval. To obtain JPB approval, the Contractor shall provide documentation, including but not limited to:

- Rolling stock affected
- Drawings, prints, and schematics
- Inventory
- Inspection and repair forms
- Parts books
- Detailed description of the work, including material, tools, disposal of removed items, and industrial safety and environmental precautions
- Updating of vehicle configuration files
- Procedures for functional testing and inspection of the finished work
- Instruction for transportation crews
- Benefits anticipated
- Approval sign-offs per JPB SSPP

First modifications may be for tests of changes (e.g., prototypes). Such tests shall be clearly identified on the equipment being tested. Once approved, any and all modifications must include modifying pool spares and new material, including small renewal parts.

All retrofits and changes required by the JPB (with the exception of modifications, additions, and improvements that can be included during the normal maintenance cycle) shall be considered Additional Services.

d. Long-term Holds

The Contractor shall not permit rolling stock to go unrepaired or remain otherwise unavailable for use for extended periods, without prior written approval of the JPB. Such rolling stock shall be termed a “Contractor's Long-term Hold.” Any item of rolling stock out of service for greater than seven days during a continuous fifteen calendar day period shall be considered a Long-term Hold. An item of rolling stock shall not be deemed a Contractor’s Long-term Hold if it has suffered major damage, not caused by the Contractor’s actions.

e. Stripping of Parts

Rolling stock, spares, and capital assets belonging to the JPB, shall not be stripped of parts to use on other equipment, unless the Contractor receives prior written approval from the JPB.

2.2.E. TRACK, STRUCTURES, SIGNALS AND COMMUNICATIONS

This section sets forth the requirements, responsibilities, performance standards and procedures under which the Contractor is to do work including, but not limited to, maintenance and improvements of the Service Property and support of construction and third-party projects on the Service Property and other work as may be included in Work Directives. The Contractor shall be responsible for maintaining all track, structures, signals and communication systems in accordance with the requirements specified in the Scope of Services and applicable industry standards and shall develop a scheduled maintenance program. The Contractor shall develop and submit an Infrastructure Maintenance Program which includes track, structures, signal and communication systems for JPB review and approval 60 days prior to the Service Date of the Agreement. All maintenance and inspection instructions, procedures, training programs, and staffing plans shall be included as part of the Infrastructure Maintenance Program. The program may be modified from time-to-time by mutual agreement between the Contractor and JPB.

Construction projects may be performed by contractors under separate contract with the JPB. Third-party projects will be executed by third parties and their contractors. All services provided by the Contractor hereunder shall be performed in a safe, efficient and reasonable manner in accordance with all established JPB standards and Federal regulations.

1. Rail Lines

The Contractor shall work on all rail lines and signal and communications systems and related facilities (including signals, crossing warning devices, railroad communications systems, and poles), railroad tracks and related components (including rails, ballast, ties, tie pads, and fasteners), turnouts (including switch points, frogs, switch ties, switch stands, and other switch components), bridges, trestles and culverts, structures, and facilities within the right of way, yards,

Designated Passenger Tracks, and Designated Freight Tracks that are owned by the JPB and situated on or adjacent to the following lines that are included in the Service Property:

- **San Francisco - CP Coast.** The JPB's main line double track extending from milepost 0.2 at or near 4th and King streets in San Francisco to milepost 43.4/44.0 at the Equation at or near CP Coast.
- Additional main track and controlled sidings at Bayshore, Millbrae, Redwood Junction and Lawrence at the locations shown on the JPB's Track Charts, Right of Way and Rail Corridor Infrastructure Assets, current edition.
- **CP Coast - CP Lick.** The JPB's right of way between milepost 43.4/44.0 at the Equation at or near CP Coast and milepost 51.7 at CP Lick in San Jose. Such right of way excludes the MT1 Track between CP Coast and CP Lick, and all trackage magnetic east of that Trackage, though the JPB owns the underlying property of MT1 from CP Coast to San Jose. However, the Contractor shall maintain the signal system for the MT1 Track between CP Coast and CP Lick. The JPB owns the underlying property and a single main track (MT2) between San Jose (milepost 47.5) and CP Lick.
- **Tamien Yard Layover Facility.** The Contractor shall be responsible for maintenance and operation of the Caltrain layover yard facility at Tamien in San Jose, including Tamien siding track.
- **UP Trackage, CP Lick - Gilroy.** The Contractor will have no responsibility for the work or operation of UP's trackage between CP Lick and Gilroy or the JPB's agreed-upon share of UP's costs of maintenance for this line. The Contractor shall be responsible for notifying the JPB of observed or otherwise known defects in track, signal, structures or other rail line conditions on this UP segment which have, or may have, an impact on Caltrain safety, operational performance or customer comfort.
- **Gilroy Layover Facility.** The Contractor shall be responsible for the work, operation maintenance and any required construction support of the Caltrain layover facility at Gilroy, including the station tracks.

2. General Instructions

The levels of work described herein are not all-inclusive and are intended to provide direction for the Contractor to provide high-quality fixed property consistent with a State of Good Repair (SOG R) as specified in the JPB Standard Procedures for Track Maintenance and Construction (SPTMC), current edition. All work shall be performed so as to minimize interference with or delay to scheduled passenger trains.

At any time, additional agreed-upon repairs identified by either party shall be corrected within 30 days of the JPB's written directive to perform the repair. However, in no case shall deferred maintenance result in a slow order being placed on main tracks. Any condition identified as a safety hazard shall be corrected

immediately, with or without written directive, and notice of such safety hazard and corrective actions will be reported to JPB.

Roadway Worker Protection (RWP) measures are implemented by means of the SSWP process as established by the JPB. The Contractor shall review and approve SSWPs as necessary.

When the JPB Engineer requests that the Contractor qualify a JPB employee or JPB contractor to perform a specific function, the Contractor shall not unreasonably withhold such qualification.

The Contractor shall provide and maintain two-way radios, compatible with the JPB, with the required railroad frequencies for all highway vehicles and for both on and off track equipment to ensure communications capability between the Contractor's forces, all trains, and employees controlling the movement of trains. Working radios shall be capable of transmitting and receiving on the published railroad frequencies for Caltrain and must have the ability to communicate with trains and the CCF. The JPB Engineer must approve the type and make of the working railroad radio prior to Contractor purchasing or leasing any equipment. All working radios must have their serial numbers, manufacturer's model number, and programmed frequencies registered with the JPB.

The Contractor shall provide a communication system that allows the Contractor's maintenance, Construction Support and operations personnel, and JPB staff and construction contractors to communicate directly via radio (not telephone or wireless cell phone). Nextel (or equivalent) radios may be utilized to fulfill this requirement. The use thereof shall be in accordance with established policies regarding cell phones and personal electronic devices.

The Contractor's Chief Engineer shall designate the radio frequencies to be used for communications regarding work associated with Construction Support services as approved by the JPB.

The Contractor shall be responsible for accurately monitoring and recording its costs with respect to its work so as to not jeopardize the JPB's ability to obtain reimbursement from the appropriate funding sources or third parties.

The JPB reserves the right to allow any portion or all of the Construction Support services to be performed by either JPB staff, consultants retained by the JPB, or other JPB contractors so long as the personnel performing the work meet all required qualifications and comply with all safety requirements.

3. Standards and Requirements

a. Standards Control Documents

Listed below in order of priority are the standards to be applied for track, structures and signal and communications maintenance and construction work performed in accordance with the Agreement:

- JPB SPTMC, current edition;

- JPB Standard Specifications, Design Criteria and Standard Drawings, current edition;
- JPB Test and Maintenance Manual for Railroad Signals, current edition;
- JPB Test and Maintenance Manual for Railroad Communications Systems, current edition;
- American Railway Engineering and Maintenance of Way Association (AREMA) Manual for Railway Engineering and Portfolio of Track Work Plans, current edition; and
- FRA Track and Railroad Workplace Safety Standards (49 CFR 213 & 214), Bridge Safety Standards (49 CFR 237), FRA rules and regulations governing Signal and Train Control Systems (49 CFR 233 through 236), CPUC General Orders related to railroads and electrical power lines.

The Contractor is encouraged to recommend changes or amendments to such standards; however, such changes or amendments will be subject to prior written approval of the JPB. Where conflicts exist between standards, JPB Standards will supersede the Contractor's Standards.

b. Track and Right of Way General

All tracks shall be maintained for safe, reliable passage of trains at maximum authorized speeds indicated in the current timetable. Tracks, right of way and related structures shall further be maintained to a State of Good Repair as described in the SPTMC.

Temporary slow orders shall be removed as soon as possible and in no case shall extend more than one week without JPB written approval. No permanent slow order shall be placed on any track without JPB written approval. Permanent speed restrictions shall constitute those restrictions imposed by permanent timetable inclusions and shall represent restrictions necessitated by permanent conditions, laws or orders. No sidings, freight spurs or other non-main track shall be removed from service without JPB approval and in no case shall extend more than two weeks without JPB written approval. Neither approval shall be unreasonably withheld.

1. Grade Crossings

Grade crossings, including highway-rail and pedestrian track crossings with automatic warning signals, pedestrian gate arms, swing gates (including signage) and pedestrian channelization shall be maintained in a manner safe for vehicular, pedestrian and train traffic. The vehicular view of trains from grade crossings shall be unobstructed by vegetation, trees, shrubs and debris on right of way property.

The Contractor shall be responsible for compliance with CPUC General Orders and FRA Regulations that apply to grade crossings on the Service

Property. The Contractor will be obligated to provide support to the JPB as necessary in proceedings to secure, delete, change or modify CPUC, County, or city orders, directives or legal positions. The Contractor shall provide technical expertise and shall participate at hearings at the request of the JPB.

2. Right of Way

Work being performed near commuters, employees or the general public shall be properly protected to prevent personal or property injury. The Contractor shall not permit and shall monitor and report to the JPB Engineer any encroachment, construction, or modification of any facility which reduces existing clearance dimensions at any location along the right of way. The Contractor shall take immediate actions to comply with all applicable laws and regulations concerning any storage, handling, or release of a hazardous material or contaminant on or within the Service Property or released from any vehicle.

The Contractor will not eliminate, modify or remove from service any JPB track structure, signal, grade crossing warning system, bridge, trestle, tunnel, culvert or other structure/facility unless it is to protect the safe passage of trains and part of the normal maintenance and operations responsibilities without the prior written approval of the JPB, which shall not be unreasonably withheld.

The Contractor shall comply with JPB requirements regarding signal lines, utility company standards, and “Call Before You Dig” procedures in regard to any excavations on JPB right of way. When excavating in proximity to underground fiber optics or communications lines, the work must be coordinated with the utility company and the appropriate JPB discipline manager.

Notwithstanding the indemnity obligations of the JPB set forth in the Agreement, the Contractor shall be solely responsible for any damage inflicted by the actions or inaction of Contractor’s employees or Contractor’s subcontractors upon the facilities of others within the Service Property.

Unless otherwise directed in writing by the JPB Engineer, scrap or reusable materials, including other track material (OTM), spikes, joint bars, tie plates, rail anchors, and crossties but excluding rail in excess of 18 feet in length, will not be permitted to lie along the right of way for more than five days after removal from the track or other placement on JPB right of way. Rails in excess of 18 feet in length will not be permitted to lie along the right of way for more than 30 days after same. All such materials will be inventoried and stored in designated locations. Materials related to on going construction projects are excluded from this requirement as that will be the responsibility of each particular project. New material, fasteners, plates, crossties, and OTM will not be permitted to lie along the right of way for more than 30 days, continuous welded rail (CWR) excepted, and will be distributed in advance of its intended use for large scale projects.

The Contractor shall prevent illegal dumping, trespassing and unauthorized use of Service Property to the extent practical. Law enforcement agencies will be notified if necessary. The Contractor shall also participate with JPB programs to educate the public to the dangers of trespassing on railroad right of way.

The Contractor shall maintain, repair and replace existing right of way signage as required including, without limitation, anti-trespassing signs, milepost markers, 1/10th milepost markers, station markers, and whistle boards. All signs shall comply with JPB sign standards.

Where right of way fences exist on JPB property, such fences shall be maintained. Holes in fences shall be repaired without limitation as soon as the schedule will allow, but shall always be repaired within seven calendar days of discovery or JPB notification. Fencing near schools shall receive immediate attention, not to exceed 48 hours, upon notification or discovery.

The JPB's obligation to maintain station track fences, center track fences, right of way fences, and highway-type guardrails and barricades shall be carried out by the Contractor. The Contractor shall install a specified amount of right of way fencing each Fiscal Year, at locations and quantities determined by the JPB. In addition to any notifications for required repairs that may be directed to the Contractor in the normal course of business, the Contractor shall inspect and repair right of way fence at least twice per Fiscal Year, with at least 150 days between inspections. Repairs are to be completed within 30 days of completion of inspection.

An accurate weekly work schedule shall be developed and delivered to the JPB, in accordance with established SSWP procedures, detailing planned work by milepost, activity, materials to be installed, number of workers, and equipment to be utilized. The work schedule shall detail activities of all track and communications and signal (C&S) employees. Deviations from planned work will not be allowed without prior written approval, except in emergencies or other unusual circumstances. The JPB Engineer shall be informed of any work schedule changes that same day without fail. When requested, the Contractor shall communicate without fail on a daily basis before work shifts with the JPB Engineer or designee to discuss the previous day's work, present day's work goals and to discuss any other track or signal-related issues.

c. Track Work

All track work must be performed in a safe and efficient manner. The work must meet or exceed the requirements of the most current JPB standards, and in compliance with the current JPB SPTMC.

Contractor's track work shall include, without limitation, the following:

1. Track Inspection

Main tracks are to be inspected with sufficient frequency to ensure that tracks are safe for the passage of trains at the maximum authorized speeds as specified in the SPTMC. JPB staff, without limitation, may make frequent unannounced inspections with Contractor's track inspector. At no time will JPB staff be excluded from such inspection visits. With 48 hours' prior notice from the JPB, the Contractor may expect and shall provide up to 52 hi-rail inspection trips per year.

2. Cross and Switch Tie Replacement

Replacement of defective cross and switch ties shall be the responsibility of the Contractor. The Contractor shall install a specified number of 7" x 9" x 9' wood cross ties or concrete crossties or switch ties per Fiscal Year at locations and quantities determined by the Contractor and approved by the JPB. Ties 9' in length within a turnout are not considered switch ties but will count toward the cross tie requirement in the Agreement.

Ties must meet JPB Standard Specifications. The JPB may reject any or all of such switch ties for defects. All tie replacement work shall be inspected and approved by a qualified Contractor foreman or manager before the passage of any train.

3. Crossing Repair and Rehabilitation

Minor repairs to at-grade vehicle or pedestrian crossings shall be completed within two business days of notification from the JPB. Minor repairs include asphalt grinding or patching, sliding concrete panels, and end restraint replacement. Any condition considered hazardous to the public shall be repaired as soon as discovered.

At the direction of the JPB, the Contractor shall undertake rehabilitation of those crossings which have deteriorated to an extent such that minor repairs cannot keep the crossing in service. The JPB shall identify the number and locations of the crossings to undergo such rehabilitation, if any, in advance of each Fiscal Year for inclusion in the Contractor's annual budget submittal. Crossings shall be dug out, ties and rail replaced, drainage lines installed, asphalt underlayment placed, new ballast placed, surface lined, stabilized, and approaches repaved with asphalt or other approved crossing materials to make a smooth transition or taper. If crossing surface is of asphalt or rubber, it will be replaced with concrete panels on concrete 10' ties. If the existing crossing has concrete panels, the condition and replacement will be determined by the JPB Engineer.

4. Track Surfacing and Work Inspection

The Contractor shall have a surfacing gang available for year round work in daylight or night conditions. The gang will be available for work eight hours per shift for five consecutive days/nights or four consecutive ten-hour shifts, as conditions warrant. The Contractor shall inform the JPB Engineer in the

event that the surfacing gang personnel or machinery is unavailable for work. The surfacing gang will be accompanied by a full-time mechanic who is qualified and equipped to make repairs to the surfacing equipment. A Contractor surfacing foreman or manager must be present at all times when surfacing operations are performed. All surfacing work shall be inspected by a qualified foreman or manager before the passage of any train.

The JPB requires that the surfacing equipment will tamp out of face a specified number of miles of main line track, crossovers, and turnouts plus other sidings, side tracks, and yard tracks per Fiscal Year at locations determined by the JPB. In addition, spot tamping, without limitation, shall be performed as needed to maintain the railroad in a State of Good Repair and at minimum to the class of track for trains to operate at timetable speeds. The Contractor shall tamp/line, regulate, and stabilize any locations, without limitation, identified by the JPB Engineer and shall physically verify conditions requiring surfacing within three business days of notification. The JPB Engineer must approve in writing track raises or track shifts in excess of 2", and survey stakes will be provided if required. Uniform and thorough runoff shall be executed at the end of all track raises.

The Contractor shall ensure that tracks, turnouts, and crossovers returned to service comply with CPUC General Order No. 118, and current JPB Standards. All switch machines and signal devices within the work limits of surfacing activity shall be visibly marked for ready recognition by surfacing personnel (including equipment operators).

Under no circumstances are any changes to track geometry to be made and existing platform elevations must not be changed without prior written approval of the JPB Engineer. Super elevation tags must be maintained on all curves per JPB standards. Missing tags or tags displaced as a result of surfacing, or other maintenance operations shall be replaced.

Ballast as specified in the SPTMC shall be obtained only from JPB-approved ballast quarries. The Contractor shall be responsible for all costs involving unloading ballast, including any work train equipment, fuel, and crews. A pre-approved rail-served ballast quarry is currently located at Oroville, California. Additional pre-approved quarries not rail-served are located at Clayton, California and Lone, California. Ballast procurements must be first approved by the JPB.

The Contractor shall ensure that any required ballast is unloaded before any work begins. Ballast shall be unloaded as required for the amount of planned track raise, and shall be unloaded not more than 30 days in advance of planned surfacing operation. If it is determined due to scheduling conflicts that surfacing will not take place within the 30 days, the ballast must be regulated and swept clear of the top of ties and fasteners. Under no circumstances will trains be allowed to operate on tracks with insufficient ballast, except work trains while unloading ballast, or in an emergency, and only then with an appropriate slow order.

5. Rail Replacement

The Contractor shall be completely familiar with proper installation and maintenance of CWR as outlined in the SPTMC and shall ensure strict compliance with 49 CFR 213.119. The Contractor shall provide approved annual training for the installation and maintenance of CWR. Continuous (out-of-face) relay of up to 300 track feet of rail at any one relay project location, including any required preconditioning, dressing, or other activity associated with such rail relay, shall be the responsibility of the Contractor. Rail replacements greater than 300 track feet may be requested in writing by the JPB.

Accurate records must be retained and maintained when installing any rail. All rail installed shall be adjusted to the Desired Neutral Temperature (DNT) specified in the SPTMC. Rail replacement must be documented in the forms provided in the SPTMC. Rail installation records shall include milepost, rail replaced-left or right, weight, date rolled, manufacturer, heat number and methods taken to ensure proper installation and de-stressing. Completed forms must be sent to the JPB Engineer the following business day of rail replacement.

The Contractor shall install a specified number of thermite welds per fiscal year at locations determined by the Contractor and approved by the JPB. Rail shall be properly de-stressed at all thermite weld locations. All thermite welds shall be tested per JPB requirements and the SPTMC. The Contractor shall keep and maintain accurate records for all thermite welds using the prescribed forms in the SPTMC. Records shall include, at a minimum, the ambient temperature, the rail temperature, the length/weight of rail installed and removed, the use of a rail heater, the length of pull if any, the name of the welder and any other conditions that may affect the proper de-stressing of rail. The Contractor is responsible for qualified testing of thermite welds and rail end welding as required by the FRA and SPTMC. The individual performing testing shall have current certification in non-destructive testing applications in a JPB-approved course of study, and the Contractor shall provide written proof that the individual is currently qualified when requested by the JPB Engineer.

The Contractor shall provide to the JPB Engineer complete and accurate reports of all rail failures, defects, replacements, thermite welds, and weld failures. Reports using the proper forms must be submitted to the JPB Engineer the following business day. The reports also must be included as part of the monthly reports of all rail renewed and thermite welds installed. Records must be kept by the Contractor and made available when requested by the JPB, FRA, or CPUC. Upon request, the Contractor shall provide before and after digital photographs of all welding, grinding, crosscutting on JPB switches, turnouts, rail ends, or rail burns without limitation. Photographs shall be delivered to the JPB Engineer the following work week.

6. Rail Profile Grinding

The JPB will develop and contract for a Rail Grinding program, and the Contractor will provide support for this program as required for its timely completion.

7. Turnout/Crossover Renewal

The Contractor may be required to renew existing turnouts or crossovers.

8. On-track Equipment

JPB-furnished and Contractor on-track equipment shall be inspected and certified, without limitation, by Contractor prior to and during use on JPB tracks, in accordance with all FRA, CPUC, or other applicable regulations and requirements. The Contractor shall notify the JPB of non-compliant or unsuitable equipment determined by such inspection. Equipment shall be in safe operating condition at all times and kept in accordance with manufacturers' specifications and service requirements, equipment performance specifications, and industry standards.

The Contractor shall maintain and provide complete monthly maintenance records and applicable manufacturer's maintenance manuals. The maintenance records shall be kept current in conformance with 49 CFR 214. The Contractor shall keep a daily log of all on-track equipment and rolling stock stored on Caltrain or adjacent properties, including freight tracks of the UP.

Special attention must be directed towards flange height/thickness wear. Under no circumstances shall on-track equipment be used with excessive rail wheel wear (per FRA or other applicable requirements). Maintenance records shall include monthly inspection and measurement of rail wheels.

The Contractor must submit and obtain written approval from the JPB prior to bringing any equipment on JPB Service Property. The JPB has the right of refusal for any on-track equipment that does not meet the requirements listed in this section, does not perform properly, or does not comply with manufacturer's specifications.

9. Other Rail Line Maintenance and Repair

Other responsibilities of the Contractor shall include, without limitation, the following:

- Provision and installation of a specified number of new rail anchors/elastic fasteners per year at locations designated by the JPB. These shall be in addition to anchors/fasteners installed under any other requirement or section of standards contained herein.
- Gauging track.

- Track geometry car testing and car maintenance and upgrades.
- Ultrasonic rail inspection and Ultrasonic hand testing of turnouts.
- Replacement of broken or defective rails and switch components, as determined by visual or ultrasonic inspection or service failure.
- Repair or replacement of hand-throw and power-operated switch components.
- Rail de-stressing and neutral temperature verification and adjustments.
- Repair of damages to Rail Line caused by derailments or other accidents where such repairs fall within the limits of the Service Property or otherwise described above or elsewhere in the Agreement. The Contractor shall develop and enter into an agreement for an “on-call” derailment and emergency response contractor with the term, scope and price structure of the agreement subject to JPB approval.
- Replacement, welding and grinding of frogs, switch points, stock rails and other turnout and track components including work associated with ordinary repairs. The Contractor shall weld and grind turnout components in accordance with JPB Standards at locations and on a schedule approved by the JPB Engineer.
- Replacement of loose rivets with high strength bolts on steel bridges.
- Repair of insulated joints.
- Joint maintenance, documentation and replacement, including incidental installation of new joint bars and bolt replacement/tightening.
- Ballast replacement and regulating.
- Track stabilizing and shimming.
- Tie pad replacement.
- Incidental maintenance or replacement of OTM, including driving spikes or adjusting anchors/elastic fasteners.
- Maintaining curve lubricators as specified in the SPTMC. Curve lubricators must be kept in operating condition at all times. The Contractor shall be responsible for repairing all broken or damaged components, whether caused by use, derailment, or vandalism, and proper adjustment of wiping bars and lubrication flow. The Contractor shall provide lubricant. The JPB may choose to install new, upgrade, or relocate existing lubricators without limitation. The Contractor shall provide the labor, parts, and equipment necessary to relocate or upgrade

any or all of the existing lubricators. The Contractor shall have two weeks to relocate or install wayside lubricators upon written notification.

- Replacing wiring, in a signal “bootleg” or replacing relays in a signal case.
- Replacing switch machine and electric switch lock layouts.
- Replacing punch bonds and track connections with cadweld or equivalent bonds.
- Installing, repairing, and replacing right of way signs.
- Maintain and repair wayside drainage ditches.
- Repairing or replacing water, sewer or other pipes leading to or from or residing within JPB-owned or leased facilities, except those pipes which cannot be visually or videographically inspected.
- Inspecting, repairing and maintaining in working order at all times all pump stations on the Service Property. The JPB Engineer shall receive immediate notification from the Contractor if any pumping station is out of order or not functioning at 100% capacity. The Contractor will maintain a written record at each pumping station of all pump house inspections and all scheduled maintenance and servicing.

d. Bridges, Trestles and Culverts

All JPB bridges shall be maintained to present load limits (315,000 lbs.) in accordance with industry standards. Bridge repairs will be the responsibility of the Contractor. Bridge replacement will be the responsibility of the JPB.

All railroad bridges, structures, culverts and manholes will be inspected annually. All highway overhead bridges across railroad tracks, regardless of ownership will be observed for any unusual conditions and reported to the appropriate authorities. Bridge repairs recommended by Contractor’s bridge inspector and approved by the JPB Engineer shall be completed in the time frame designated by the inspector. The Contractor shall provide an annual Bridge Inspection Report similar to previous annual Bridge Inspections Reports. Within 30 days of inspection, the Contractor shall provide a schedule of completion of repairs identified by the inspector. Completion schedule shall be subject to approval of the JPB Engineer.

All JPB pedestrian bridges, tunnels and stairways shall be kept clean and maintained to a State of Good Repair. Existing protective vandal screening, and fences shall be maintained on all JPB-maintained bridges or wing walls. JPB-maintained retaining walls and piers of all types will be regularly inspected and maintained to preserve these structures. All JPB bridge walkways, handrails, and other bridge appurtenances shall be maintained in accordance with JPB, FRA and applicable CPUC or other standards.

Homeless encampments at railroad structures shall be immediately posted with “No Trespassing” signage and removed as soon as legally possible. If requested by the JPB, additional fencing shall be added by the Contractor to prevent further encroachment or entry. Any location identified by the JPB as a chronic homeless encampment shall be inspected with sufficient frequency to prevent illegal entry. The Contractor shall coordinate with the JPB and local jurisdictions to cite, arrest and prosecute offenders.

Bridge signage shall be maintained as necessary. All structures will be posted with “No Trespassing” signage according to JPB standard.

Graffiti shall be removed from bridges (both outside and inside) within three days of notification from the JPB or notice by the Contractor. Digital photographs of “tagging” shall be provided to the JPB upon request.

e. Signal and Communications Work

The Contractor shall be required to maintain all signal and communications facilities and systems managed by the JPB, including, but not limited to, switches, signals, grade crossing equipment, track circuits, voice communications, radios, microwave, supervisory control system (dispatch system), visual messaging, public address, wayside signal equipment, and communication equipment. These facilities are to be maintained within the applicable requirements of the CPUC, FRA, FCC, AAR, the Communications and Signal Engineering Standards of the JPB, the JPB Test and Maintenance Manual for Railroad Signals, current edition, and the JPB Test and Maintenance Manual for Railroad Communications Systems, current edition.

The Contractor must keep itself familiar with the physical characteristics and maintenance conditions of the JPB facilities, and understand that the JPB is undergoing modernization with the goal of an electrified railroad which will have Positive Train Control (PTC) and may incorporate elements of communications-based signaling. The Contractor will be required to maintain the system according to the above-referenced standards, both during the transition and in the final stage. The Contractor will be required to maintain this property as detailed in the following sections, both in its present state and in a future electrified state which may include cab signals, or communication-based train control.

The JPB C&S staff shall be provided keys to all signal cases or other locked signal devices on the Caltrain system as directed and controlled by the JPB Engineer. The JPB will provide immediate notification to the Contractor in the case of a missing key.

1. Inspection, Maintenance and Testing

The JPB Engineer will make joint periodic inspections of signal facilities with the Contractor's signal manager. Noted deficiencies that are not safety-related must be corrected within 14 days. Safety-related deficiencies must be corrected immediately as mutually agreed to by the parties.

Maintenance and testing shall be per the JPB Test and Maintenance Manual for Railroad Signals and JPB Test and Maintenance Manual for Railroad Communications Systems, current editions. All test results shall be maintained electronically on either furnished forms or through an approved electronic record keeping database. Signed copies shall be furnished to the JPB Engineer upon request.

The Contractor shall maintain, as directed by the Test and Maintenance Manual for Railroad Signals, a "Trouble Log" of each trouble call for each maintainer that will include such information as time of initial notification, exact location, type of problem reported, type of problem found, corrective action taken, time trouble cleared and any other information deemed appropriate by the JPB. This log shall be kept in such a format as to permit sorting of data on any of these fields. The Trouble Log will be reviewed at least monthly by the JPB Engineer and Contractor's supervisor. At the request of the JPB, further investigation of signal or communications problems may be required by the Contractor's C&S Manager. The Contractor's C&S Manager shall submit a report when requested providing details of findings and any action taken.

The Contractor shall purchase spare or replacement equipment as directed by JPB. The Contractor also shall furnish all tools, test equipment and meters as necessary to maintain the signal system. All meters and test instruments shall be calibrated at a certified test facility on an annual basis, or whenever dropped, jarred or otherwise damaged.

The Contractor shall perform/provide on-call services for fiber optic cable splicing and testing, antenna tower modifications, and all office-to-field supervisory control system installation, adjustment, or modification. The Contractor shall perform/provide modifications to the office train control system, database and display as directed.

2. Availability of Personnel

Headquarter locations for each position shall be submitted by the Contractor and approved by the JPB. Contractor personnel shall report for work at prescribed locations and the duty day shall not start until personnel arrive at the prescribed location, unless otherwise approved by the JPB Engineer.

Starting times and workweek schedules for each position will be determined by the Contractor and approved by the JPB Engineer according to operational needs and may be changed by notice to the Contractor. Workdays may include the weekend to meet operational needs. Personnel will be required for 24-hour, on-call service. Notice of change of starting times, days etc., will be given in accordance with the appropriate Collective Bargaining Agreement.

C&S employees will report to their supervisor on a daily basis during their assigned work week. The C&S employee shall provide information for the previous day's work and for the present day's work. A record shall be

retained of all employee reports and provided to the JPB Engineer upon request.

f. Construction Support

Said support shall be as directed in the scope of a Work Directive.

1. Inspection and Compliance of Others' Work

The Contractor shall ensure the safety compliance of all work done on the service property by construction or third-party contractors.

2. Roadway Worker Protection

The Contractor shall provide flagging/watchmen as support for construction projects.

3. Inspection, Minor Repairs and Testing of Contractors' Work

The Contractor shall inspect, make minor repairs and correct deficiencies, and test other contractors' work performed as a part of the JPB's construction and third-party projects. The purpose of inspection, repair and testing shall be to ensure that the work of such contractors satisfies all of the requirements for the safe operation of trains, including, but not limited to, all applicable FRA, CPUC and JPB requirements and standards.

The Contractor shall perform signal inspection and testing. Said services shall include, but are not limited to, the following types of work: (1) oversee the adjustments, installation and testing of the signal work, including the coordination of the signal work with any ongoing track construction work; (2) direct and certify the successful completion of all tests on any signaling and grade crossing warning device equipment and systems prior to releasing the system for service; (3) make minor repairs and correct minor deficiencies; and (4) complete all test documentation immediately after in-service testing is completed.

All Contractor employees performing testing, repair and inspection services shall complete daily reports, in a format approved by the JPB Engineer. Each daily report shall be submitted at the end of each workday to the appropriate JPB discipline manager.

4. Inspection and Testing of Contractors' Equipment

The Contractor shall inspect, test and certify other contractors' equipment used as a part of the JPB's construction and third-party projects. The purpose shall be to determine whether the equipment is in a satisfactory condition to operate safely on the JPB Service Property, including, but not limited to, compliance with all FRA and CPUC requirements. The Contractor shall notify the JPB and the other contractor/subcontractor if applicable of non-compliant or unsuitable equipment determined by such inspection. All

equipment inspections shall be documented and submitted in a format approved by the JPB Engineer.

5. Supporting Communications and Signal Construction

The Contractor shall support any communications and signal construction work performed by other contractors as a part of the JPB's construction and third-party projects. Contractor's support shall include, but not be limited to, providing access to all C&S facilities and identifying, assisting with, and performing the testing of such facilities. Attention is directed to Contractor's inspection and testing responsibilities.

6. Work Trains and Specialized Equipment

The Contractor shall support the construction and third-party contractors by supplying or operating Work Trains or specialized equipment for such projects as may be needed.

7. Locating and Marking Underground Facilities

The Contractor shall locate all underground railroad facilities that exist at or near the area of other contractors' work performed as a part of the JPB's construction and third-party projects. The Contractor shall perform such services in advance of other contractors' work, and the Contractor shall clearly identify the location of all facilities by markings on the ground. The Contractor will help support the JPB in developing an "As-Built" for underground facilities at various locations. The Contractor also shall be required to provide minor protection of underground signal facilities and perform minor relocations.

8. Training and Qualification of JPB Employees and JPB and Third-Party Contractor Personnel

The Contractor and the JPB shall jointly develop training, testing and employee qualification programs for JPB staff, JPB contractors and third-party construction contractor personnel. Such training shall include, but not be limited to, all applicable FRA, GCOR, RWP, SPTMC, Test and Maintenance Manual for Railroad Signals, Test and Maintenance Manual for Railroad Communications Systems, and other specialized classes.

9. Procuring Railroad Equipment, Materials and Subcontractors

The Contractor shall procure railroad equipment, material and subcontractors to perform the services described. The JPB encourages the development and use of new or improved equipment for the performance of work. Upon the specific written request of the JPB Engineer, the Contractor shall obtain such additional equipment as may be required to perform work hereunder. The equipment shall be available at the site within six months of the request and shall be new and meet California emissions standards and FRA CFR 214 D requirements if so applicable. The JPB also may require the Contractor to secure previously-used equipment that is in good condition and fully

functional. Such equipment must be submitted in advance for written approval by the JPB Engineer. Once the equipment is secured by the Contractor, the Contractor shall service and maintain the equipment for the duration specified by the JPB. Such additional equipment may include, but is not limited to:

- Production Tie and Switch Tamper
- Ballast Regulator
- Rail Dollies
- High Rail Dump Truck
- Concrete and Wood Tie Handler
- Brandt Car Mover
- Hi-Rail Gradall
- Other Specialized Rail Equipment, as determined by the JPB

Prior to the Contractor entering into a lease or sales agreement for any equipment, the JPB Engineer shall be given an opportunity to approve in writing the specific piece of equipment that is the subject of the lease/sales agreement.

g. Right of Way Cleanup Standards

The Contractor shall keep the right of way, including passenger and designated freight tracks/yards, clean and free of debris and obstacles as outlined below, which applies to the JPB right of way between 4th and King streets in San Francisco to CP Lick in San Jose. The entire right of way shall be cleaned of general refuse and litter every fourteen days. Objects which pose a potential hazard to equipment and personnel, passengers or the general public shall be removed from the right of way as soon as possible but no later than 24 hours from the time of notice to or by Contractor. Such objects include:

- Shopping carts
- Furniture, appliances and other heavy or solid objects
- Hazardous or medical wastes
- Dead animals

Undergrade track bridges, bridge seats, trestles and culverts shall be kept free of debris, vegetation, trash, etc. so that waterways are clear and there are no combustibles that could cause a fire. Vegetation, trash, debris, etc. and all combustibles shall be removed.

The Contractor shall be responsible for any brush and weed cutting and removal which interferes with train movement, signal observation or signal system operation and for removal of dry weeds and grass which become a fire hazard. Removal of vegetation shall be made to maintain visibility of signals, clearance of track, to keep vegetation clear of signal and communication lines and to remove any hazards associated with trees or brush. Special attention will also be given to removing groups of vegetation being used as encampments for the homeless. Vegetation shall be kept back to the existing width of the right of way, and the Contractor shall promptly chip and remove all vegetation from the right of way. Within three days of notification, any vegetation identified by the JPB as a nuisance or safety hazard shall be removed with due diligence and as expeditiously as possible. All work shall include removal of cut vegetation from JPB property.

Using hi-rail spray equipment, the Contractor shall bi-annually apply herbicides to prevent vegetation growth from all track beds and other designated areas within the Service Property, to the extent that regulations allow. Repetitive applications may be required. Mechanical removal of vegetation will be as directed by the JPB. Upon notification by the JPB, additional mechanical cutting of overhanging brush and trees which originate on or off JPB property will be performed by the Contractor without limitation, using JPB-provided on-rail extendable boom equipment.

All tree work performed is to be executed in accordance with JPB direction for tree maintenance. The Contractor is responsible for acquiring any local permits that may be required for tree or brush cutting or removal. The Contractor shall not cut vegetation beyond JPB right of way without the knowledge and permission of the affected property owner.

During the term of the Agreement, the JPB may designate up to fifteen right of way “hot-spots” which may require more frequent pick up of refuse and litter. These locations are identified in Exhibit C. The JPB reserves the right to substitute other locations as necessary. The Contractor may recommend to the JPB that chronic dump sites be secured by fencing or other means. Any costs associated with securing these areas are subject to approval by the JPB.

The Contractor shall dispose of all refuse materials in accordance with applicable laws and shall conduct cleanup activities in accordance with applicable rules regarding Roadway Worker Protection. The Contractor shall provide before and after digital format photographs of cleanup sites as requested by the JPB.

The Contractor’s cleanup crew shall dedicate its time exclusively to JPB right of way cleaning. Only in an emergency or with prior JPB written approval shall the cleanup crew perform other activities. The cleanup crew hi-rail vehicle shall be available to occupy main tracks year round. Provisions must be made to have a qualified substitute foreman/driver if required.

The Contractor’s cleanup crew shall work Sunday through Thursday unless otherwise directed by the JPB. The crew shall make one hi-rail trip over the entire right of way between the Tamien and San Francisco stations each week

on Sunday. In addition, the cleanup crew foreman shall make at least one head-end inspection trip on a regularly scheduled weekday, also covering the entire right of way for inspection purposes while the remainder of the crew performs cleanup activities. The crew will be responsible for right of way cleanup between Tamien and CP Lick as often as required without limitation. At the discretion of the JPB, and only in accordance with safe practices, the Contractor's cleanup crew may be required to work night shifts.

h. System Modification Services

In general, system modification work will be a part of the JPB's program for system improvements. The Contractor may be directed to perform any system modification work that is in the best interest of the JPB. Said improvements may include, but are not limited to, track inspection, cross-tie replacement, grade crossing repair, track surfacing, rail line maintenance, switch tie replacement, rail replacement, turnout/crossover renewal, and signal and communication system modification.

i. Maintenance of Way Support Facility

The JPB will provide a Maintenance of Way Support Facility, currently located in Menlo Park, for use by the Contractor. The Contractor shall configure, furnish if not already provided, operate, secure and maintain the facility in support of the requirements of this section. The Contractor's configuration of the support facility shall include the following:

- Office space for Construction Support management and administrative positions plus all necessary office equipment, office furniture, office supplies, computers, copiers, phones and peripherals.
- A meeting/classroom with desks and chairs for training and meetings for at least 50 persons, plus two additional separate meeting rooms for 10 persons each.
- Lockers and welfare facilities for all personnel based at the support facility.

The JPB requires that any leases entered into by the Contractor for or in the facility, including, but not limited to, vehicles, equipment, computers, office furniture, etc., shall be assignable at the end of the Agreement to the JPB upon request at no additional cost to the JPB.

j. Quality Control

Measurement of adherence to the standards set forth in this section shall be evaluated based on the results of periodic inspections made by the JPB. Such inspections shall be unannounced and consist of an examination of a segment or segments of the rail line (including, without limitation, associated station facilities, parking lots, etc.) and an office inspection of the records for such segment(s) of rail line. A report of the inspection and findings shall be signed by all participants. Any discrepancies shall be forwarded to the Contractor discipline

manager within five days of inspection. Items requiring correction shall be completed within 30 days of notice by the Contractor.

k. Clearances

New construction and temporary facilities shall conform to CPUC General Order 26-D and all applicable JPB clearance standards.

2.2.F. STATION AND PARKING LOT MAINTENANCE

This section identifies the Contractor's station and parking lot maintenance responsibilities. Those station and parking lot functions designated in this section shall be maintained in accordance with the standards outlined herein. The Contractor shall develop and submit a Station and Parking Lot Maintenance Program for JPB review and approval 60 days prior to the Service Date of the Agreement. All maintenance and inspection instructions, procedures, training programs, and staffing plans shall be included as part of the Station and Parking Lot Maintenance Program. The program may be modified from time-to-time by mutual agreement between the Contractor and JPB.

Stations, station grounds, shelters, platforms and parking lots shall be maintained daily to appear neat and clean. Public waiting rooms and restrooms are to be cleaned and serviced at the end of each day they are open and available for employee and public use. Station areas must be kept free of dangerous and hazardous materials such as broken glass, bottles and cans or other materials which could be a threat to public health or safety.

All work should equal or exceed established standards for the trade and JPB standards as well. The Contractor shall conduct joint monthly station inspections with JPB personnel. Frequency of cleaning of stations, platforms, shelters and waiting areas and frequency of pressure washing will be reviewed semi-annually between the Contractor and JPB personnel to ensure proper balance of service, cost and benefit. The Contractor shall submit for JPB approval 30 days prior to the Service Date of the Agreement a Stations and Facilities Maintenance Plan that outlines how work will be provided.

1. Buildings

Station buildings, structures, and facades shall be maintained in a State of Good Repair. Station buildings will be pressure washed semi-annually and will be professionally painted approximately every ten years. The JPB will determine the painting schedule. Painting will include preparation work, correction of dry rot, gutter repair/replacement and painting, and professional cleaning to the JPB's satisfaction. The JPB will identify the stations to be repainted (if any) in advance of each Fiscal Year. Spot painting of the buildings will be done as necessary to maintain appearance and a State of Good Repair.

2. Shelters and Waiting Areas

All station shelters (including TVM shelters) and waiting areas are to be maintained in a safe and sanitary condition at all times. Unusual or extreme situations will be

corrected within four hours. Damaged shelters or seating areas will be repaired, with same day emergency repair arranged if determined necessary by the Contractor or JPB.

Seating area/benches will be wiped down, glass spot cleaned, and litter removed daily. Benches will be replaced or repaired as necessary. TVM, validator, and Clipper equipment and other platform and shelter equipment and furnishings will be thoroughly surface cleaned weekly, including all exterior surfaces, the change/ticket drop, and the bill collector.

Shelters, floors, walls, and seating areas will be pressure washed as required to ensure these are kept clean and serviceable. Excess water will be removed to prevent slipping hazard. Pressure washing will be done during non-peak or non-revenue hours.

3. Platforms, Crosswalks and Rail Track Areas

Platforms and crosswalks shall be kept in a State of Good Repair. Asphalt or concrete surface failure will be corrected as soon as disclosed. Uneven walking surfaces with more than 1/2" elevation variation shall be repaired by the Contractor. Platforms, crosswalks and pedestrian tunnels shall be kept clean and free of litter, spilled food and other debris. Service shall be performed daily. Rail track areas in the stations shall be kept free of litter, paper, cigarette butts, debris, and weeds.

All center track, parking lot, and platform fencing shall be maintained and checked daily by the Contractor. Due to the safety importance of center track fencing, the Contractor shall repair such fencing within 24 hours of notice to repair. All other fencing shall be repaired as soon as the schedule will allow, but shall always be repaired within seven calendar days.

All wheelchair lifts shall be inspected bi-weekly to ensure proper function of such mechanisms. Any non-functioning mechanisms shall be repaired or replaced by the end of the next business day. Lift inspection records shall be maintained for JPB review.

Existing platform striping, boarding assistance stencils, and painted instructions shall be maintained by the Contractor. Tactile platform marking stripe shall be maintained in accordance with ADA regulations, shall be kept free of dirt and grime, and shall be repaired or replaced immediately upon notice by the Contractor or notification by the JPB. Platform railing and center track fencing will be professionally painted approximately every ten years in a schedule determined by the JPB.

The platforms and shelters at stations shall be pressure washed according to the following frequencies:

- Five times per week -- San Francisco (including plaza area) and San Jose Diridon (including ramps and tunnel).
- Two times per week -- Redwood City (including historical shelter), Mountain View, Lawrence and Tamien.

- One time per week -- Belmont, Menlo Park (including historical shelter) and Sunnyvale and tunnels at Palo Alto, California Avenue, and Lawrence.
- One time per month -- All other stations except for College Park.

4. Parking Lots

Parking lots shall be maintained in a State of Good Repair. The Contractor shall power sweep each lot on the weekend or between the hours of 11:00 p.m. and 5:00 a.m. on weekdays. Special care will be taken to clean areas between wheel stops and curbs.

The Contractor shall patch potholes as necessary or as instructed by the JPB and shall slurry seal all parking lots as required with a medium grade slurry product. The Contractor also shall professionally re-stripe and re-number parking lots as required with a medium-grade traffic paint (two coats).

The Contractor shall ensure that all storm water catch basins and outflow lines are clean and operating.

5. Janitorial

The Contractor shall furnish all labor, tools, materials and equipment necessary to perform required janitorial services, whether directly provided or subcontracted. All products used for cleaning, disinfecting and deodorizing must be environmentally safe and approved by the JPB prior to use. The Contractor is not responsible for janitorial services inside buildings when the building is leased to a tenant.

a. Restrooms

The Contractor shall furnish all restroom paper supplies including, seat covers, toilet paper, paper towels, and feminine hygiene products, as well as soap dispensers. Public and employee restrooms are to be cleaned and serviced at the end of each day they are open and available for use, including:

- Replenish restroom paper supplies
- Clean and sanitize sinks, hand dryers, toilets and urinals
- Damp mop floors
- Spot clean walls and remove graffiti
- Clean mirrors, windows and vents
- Fill soap dispensers and replace deodorizers as needed
- Empty trash containers and install new plastic bags
- Clean all fixtures

Deep cleaning of public and employee restrooms shall be performed monthly, including:

- Scrub, disinfect and wax restroom floors; and
- Wash down and disinfect walls, partitions and doors.

b. Public Waiting Areas

Public waiting areas (interior and exterior) are to be cleaned and serviced at the end of each day they are open and available for use.

- Sweep floor, spot clean with damp mop as necessary.
- Wipe down benches with damp cloth.
- Wipe down and disinfect all phones.
- Remove graffiti.
- Empty trash receptacles, ash trays and install new liners, clean top of trash receptacles.
- Clean drinking fountain.
- Wipe down counter in front of ticket window.
- Clean up spills, coffee cups, food wrappers, gum, articles of clothing and bird droppings.
- Clean and polish stainless steel inside station including rolling doors for the vendors.

Deep cleaning of public waiting areas shall be performed monthly, including:

- Scrub, strip and wax floor (interior only);
- Wash walls and doors;
- Wash windows in and out; and
- Clean window blinds if installed (interior only).

c. Ticket Agent Areas

Ticket agent area (behind ticket counter) is to be cleaned and serviced at the end of each day used.

- Sweep floor and/or vacuum carpet.

- Empty trash containers and install new liners as necessary.
- Dust work surfaces.
- Clean glass on ticket agent counters.

Deep cleaning of ticket agent area shall be done monthly, including:

- Strip and wash/wax floor;
- Shampoo carpet;
- Wash windows in and out;
- Spot clean walls;
- Clean window blinds if installed; and
- Polish work surfaces (schedule with ticket agent to clear surfaces).

6. Landscaping

All planted areas, including trees, shrubs, hedges, grass areas and ground cover are to be maintained to present a manicured appearance free of trash, debris and weeds. Weed removal must be performed at least monthly, and pre-emergent weed spray should be applied in the spring. Clippings and replaced stock are to be removed from each site. Work includes:

- Trimming hedges and shrubs quarterly (January, April, July, October);
- Trimming trees semi-annually (April and October) to avoid top heavy conditions, blockage of signs, and line-of-sight restrictions; and
- Removing and replacing dead or diseased hedges, shrubs and trees.

Grass areas are to be fertilized twice a year (December and May) and cut weekly, and ground cover (ivy, ice plant, etc.) is to be trimmed twice a year (January and June). Clippings are to be removed from each site. Work includes:

- Edging and trimming around sprinkler heads;
- Replanting dead or diseased areas with sod or ground cover, as applicable, and maintaining them; and
- Keeping all lawn areas free of burrowing rodents.

Sprinkler systems are to be kept in good repair with all heads operating. Work includes:

- Inspecting sprinkler system weekly and adjusting as necessary;

- Adding heads as necessary to water grass, ground cover, shrubs, hedges, trees and flowers; and
- Adjusting sprinkler system timers to minimize water use during the rainy season.

Tree roots up heaving station platforms, walkways and parking lot pavement shall be removed and walking surfaces repaired afterward.

Landscape personnel must be RWP-trained and wear safety glasses, hard hats, and safety vests. Landscaping responsibilities also extend to other service facilities at CEMOF, Menlo Park and the San Francisco yard.

7. Trash Removal and Recycling

The Contractor shall empty all trash containers daily or twice daily as conditions require, remove trash from stations, and provide a trash sorting service to retrieve recyclable items.

Trash containers shall be kept in good condition and damaged containers replaced as necessary. Covers and lids of trash containers shall be wiped down daily to keep them in a clean and sanitary condition. JPB standard or approved equivalent trash containers shall be added as requested by the JPB to serve the needs of each station.

Newspaper-recycling containers shall be monitored, and recycle container provider notified to empty them as necessary. Recycling service shall be added by the Contractor as requested by the JPB.

8. Painting

Painting services to be performed by the Contractor shall include both exterior and interior painting and preparation in accordance with JPB requirements. The Contractor shall paint over graffiti as necessary per the graffiti removal requirements of this section. Unless otherwise authorized in writing by the JPB, the Contractor must match existing color for any painting.

9. Plumbing

Services to be performed by the Contractor include the maintenance and replacement of toilets, urinals, sinks, drinking fountains, sump pumps, backflow prevention device testing, and related plumbing equipment and fixtures. All clean outs will be rodded out quarterly (January, April, July and October). Storm water catch basins and outflow lines will be maintained as necessary, and clogged sewer lines snaked as necessary.

All backflow inspections, testing, and repairs are the responsibility of the Contractor. Certifications will be completed and returned to their water districts by the Contractor.

10. Locksmith Services

The Contractor will maintain the existing Medeco Biaxial high-security system, supply

keys, and provide locksmith services as required. The Contractor will maintain a padlock system for equipment and utility boxes at stations and another for the right of way usage. Locks and keys will be furnished by the Contractor. Copies of keys will be available to the JPB. The Contractor also shall maintain a key control and inventory system that accounts for all keys, and a current copy of the inventory shall be logged with the JPB Chief of Protective Services.

11. Glass

The Contractor shall be responsible for replacement of glass in station buildings and shelters. Broken glass shall be replaced by the end of the next business day following notice to the Contractor. The Contractor shall take necessary steps to board up windows or otherwise protect station property and public safety when windows are broken. All etched glass and plexi-glass shall be replaced upon request of the JPB, including restroom mirrors.

12. Pest Control/Pigeon Control

The Contractor shall provide monthly pest control and shall provide pigeon control services as needed. Pigeon abatement services currently are required at three locations noted below. The JPB reserves the right to require the Contractor to provide services at additional locations as necessary during the term of the Agreement.

The Contractor shall maintain current San Francisco Station pigeon abatement and repellent or deterrent devices as necessary to eliminate perching on the station building, in the plaza, on platform canopies and all other areas of public use, including employee areas throughout the facility. Pigeon droppings on station building and canopies at San Francisco Station shall be cleaned every 12 months. The Contractor shall provide pigeon abatement services at South San Francisco Station under the Grand Avenue structure. Pigeon netting above Lawrence Station must be maintained. Netting shall be inspected weekly to ensure all bird access is eliminated. Repairs shall be made immediately. Dead birds shall be removed immediately upon notification.

13. Electrical

The Contractor shall be responsible for the general maintenance, repair and replacement of electrical equipment and systems at all stations, including rewiring and retrenching, as necessary. The Contractor shall perform annual inspections of electrical systems at station platforms, buildings and parking lots.

14. Graffiti

The Contractor shall remove graffiti at stations and parking lots within 48 hours after notification.

15. General Contracting

The Contractor shall be responsible for general contracting activity including, but not limited to:

- Roof repair to stop water leaks or replace missing roof covering material;
- Door and window repair and replacement; and
- Miscellaneous carpentry.

16. Signage and Sign Boards

All signs in the station area must be washed and wiped clean monthly.

Illuminated signs must be kept in good working condition. Signs and sign boards damaged by vandals or automobiles are to be repaired or replaced within one week. Broken glass is to be replaced by the end of the next business day following notice to the Contractor.

17. Lighting

The Contractor shall be responsible for lighting maintenance, replacement and repair. This includes all parking lot lights, and interior and exterior station lights (including TVM shelters). The Contractor will furnish all lamps and shall inspect lighting weekly for proper operation. The Contractor shall perform annual inspections of lighting systems at station platforms, buildings and parking lots.

The Contractor shall repair or replace lamps as necessary or when requested by the JPB to maintain public safety standards. Emergency conditions will be corrected immediately. The Contractor shall respond within two calendar days to replace lights in non-emergency cases. Lighting in and around TVM shelters shall be replaced as soon as possible after notice by the JPB or Contractor, but not more than 24 hours after such notice.

The Contractor shall keep all timers and sensors in good operating condition so that lighting is available from sunset to sunrise. Lower light levels during non-service hours are permitted if the station is suitably wired.

18. Heating

The Contractor shall be responsible for the maintenance, repair and replacement of the heating and ventilation systems of station buildings, including HVAC filters. Heaters shall be turned off in the spring unless otherwise agreed to in writing by the JPB. The Contractor shall perform annual inspections of heating and ventilation systems at station buildings.

19. Fire Protection

The Contractor shall be responsible for the maintenance, repair and replacement of the fire protection systems at stations, including standpipes, fire sprinkler systems, and fire alarm systems. The Contractor shall perform annual inspections of fire protection systems at stations.

20. Bike Lockers

The Contractor is responsible for maintaining the exterior of bike lockers and washing the lockers monthly. Bike lockers on the Gilroy extension south of Tamien station are not the responsibility of the Contractor. They are maintained by VTA.

The Contractor is responsible for key and lock maintenance and the overall administration of the bike locker program, including, without limitation, locker rentals/assignments, lapsed rental agreements and renewals, locker maintenance, installation of locker signage, and monthly summary reports of bike locker activity and status in a format approved by the JPB. The JPB is responsible for all deposits and revenue collection in relation to this program.

21. Public Address, Visual Messaging and Other Public Communication Systems

Public address, visual messaging systems and clocks at stations shall be maintained, repaired, or replaced as necessary and performance checked daily to ensure proper functioning of the system at all times. Necessary repairs or replacement of public address/visual messaging systems must be completed by the end of the next business day. Clocks shall be serviced and maintained in accordance with manufacturer's specifications. Non-functioning clocks shall be repaired or replaced as soon as possible, but not later than five business days.

The Contractor also shall notify the JPB of inoperative public telephones at stations immediately.

22. Newsracks

The JPB is responsible for permitting allowable newsracks. The Contractor is responsible for newsrack control and removal, adhering to JPB policy.

23. Special Conditions for Individual Stations

Only those stations with special conditions or exceptions are noted below.

a. San Francisco

This facility is a HIGH-TRAFFIC, HIGH-USE station, and all janitorial activities shall be diligent and provide a high level of cleanliness and sanitary conditions. The Contractor shall maintain restrooms and public waiting areas with an on-site janitor from 5 a.m. to 12 midnight on weekdays, 6 a.m. to 12 midnight on Saturdays, and 7 a.m. to 12 midnight on Sundays/holidays. All restrooms are to be cleaned, sanitized, and re-stocked at least five times a day, seven days a week. An additional janitor shall be on site during special events two hours before arrival of first train and one hour after last train departure. The Contractor must provide a 24-hour emergency number with an on-site response time within two hours.

All door glass shall be continuously kept free of finger prints, smudges, and other dirt and debris. All station glass shall be cleaned weekly.

The concourse floor shall be thoroughly cleaned, mopped and sanitized daily and shall be kept dry during inclement weather and additional "Caution Slippery Surface" signs shall be posted at all pedestrian entrances.

b. 22nd Street

The sump pump in the metal shed must be monitored and maintained in good operating condition. The hillside and ditch must be maintained free of debris on a daily basis, and the hillside must be weeded at least monthly.

c. Bayshore

The Contractor shall maintain the hillside along the MT1 side north of the station with bi-weekly cleanup and monthly weed trimming.

The Contractor shall be responsible for elevator maintenance, cleaning and servicing. Both elevators shall be cleaned and disinfected twice a day, five days a week, which includes mopping the floor, cleaning the glass and all stainless steel.

The Contractor shall provide a portable toilet at this station, and it is to be cleaned, sanitized and deodorized once per day.

d. South San Francisco

The Contractor shall clean and maintain free of weeds and litter the area along fence on east side of platforms/track.

e. San Mateo

The City of San Mateo is responsible for all parking maintenance at the station itself. There is a small 42 space parking lot on 2nd Avenue and B Street that serves the station and is to be maintained by the Contractor in accordance with all other JPB parking facilities. The pedestrian tunnel and bike lockers at the station also are the responsibility of the City of San Mateo.

The palm trees along the platform are the City's responsibility to trim. The Contractor shall maintain and keep trees vibrant in accordance with other landscaping requirements.

The City of San Mateo is responsible for elevator maintenance and security, all associated phone lines, and equipment.

f. Hayward Park

The Contractor shall mow weeds at least monthly and shall keep the drainage ditch near the existing shelter free of debris.

Bike lockers at the station are the responsibility of the City of San Mateo.

g. Hillsdale

The Contractor's responsibility for cleaning and maintenance includes parking lots on both sides of Hillsdale Blvd., as well as the lot on the east side of the tracks.

Bike lockers at the station are the responsibility of the City of San Mateo.

h. Belmont

No water is available on the elevated platform. The Contractor shall provide a portable water system to ensure the platform is pressure washed.

The Contractor shall be responsible for elevator maintenance, cleaning and servicing. Elevator shall be swept, mopped, disinfected and all glass cleaned five times a week. All interior and exterior stainless steel shall be polished using stainless steel cleaner/brightener. Costs of elevator maintenance, cleaning and servicing are to be separately identified on Contractor's monthly invoice to the JPB. Emergency phones in the elevator are sent directly to the Belmont Police Department. The Belmont Police respond to emergencies for this elevator and need to be notified of the name and phone number of the elevator service contractor.

Graffiti removal is the responsibility of the City of Belmont.

i. San Carlos

The Contractor shall use approved cleaners and removers rather than paint to remove graffiti from stone building and platform walls. All other graffiti removal is the responsibility of the City of San Carlos.

j. Redwood City

Platform cleanup includes the area behind Sequoia Station Shopping Center. Track way cleanup should extend from Jefferson to Broadway. The Contractor also will be responsible for maintenance of area between the creek and James Street and for cleaning the creek bed.

The Contractor is responsible for maintenance of clock tower building. The District uses and maintains the janitorial and toilet facilities in the clock tower building. The garage under Sequoia Station Shopping Center is owned and maintained by the District.

k. Menlo Park

The historical shelter is to be cleaned, disinfected and deodorized and landscaping on the west side of the shelter maintained.

l. Palo Alto

The Contractor's responsibility does not include the station building used for

restrooms and waiting room. All cleaning materials and substances shall be recovered and not allowed to reach the storm drains.

m. Stanford

This is a special event station used for events at Stanford University. The Contractor shall operate lighting and open/close gates at this location for events served by Caltrain, as directed by the JPB. The Contractor shall maintain the area free of debris and weeds at all times, including the ramps to Embarcadero Road.

n. California Avenue

Station restrooms maintained by the Contractor are used by VTA bus drivers, who possess keys.

o. San Antonio

The Contractor shall maintain pathways, access and drainage at this location. The pedestrian tunnel and graffiti removal is the responsibility of the City of Mountain View.

The Contractor also is responsible for maintaining parking in the adjacent condominium development.

p. Mountain View

The parking lot, landscaping, and parking lot lighting are maintained by the City of Mountain View. Platform maintenance and platform lighting are the responsibility of the Contractor.

q. Santa Clara

The Contractor's maintenance responsibility includes the parking lot across from the station. Station exterior painting is the responsibility of tenant (South Bay Historical Railroad Society). Station restrooms maintained by the Contractor are used by VTA bus drivers, who possess keys.

r. San Jose Diridon

The Contractor's responsibility includes all areas of station building, both floors, occupied areas of old baggage area, all parking lots, train platforms, tunnels, and drop off and pickup area in front of station and bus passenger boarding area. This station also is utilized by Amtrak, ACE and Capitol Corridor customers, with additional new services anticipated.

The Contractor shall maintain restrooms and public waiting areas with an on-site janitor from 5 a.m. to 12 midnight Monday through Friday and 6:30 a.m. to 12 midnight Saturday and Sunday. A second on-site staff member is required for special events two hours prior to departure of the first special train and one hour after arrival of the last special train. The Contractor must provide a 24-hour

emergency phone number with an on-site response time within two hours.

Tunnels and outside areas are to be kept trash and debris free with the trash containers checked, cleaned and emptied as needed. Liners are to be replaced as needed. Inclement weather requires constant observation for water buildup at the bottom of platform ramps. Caution cones and warning signs are to be posted warning passengers of the wet and slippery floors.

Station parking lots are subject to a joint use agreement with HP Pavilion. The Contractor will adjust management procedures accordingly. The Contractor must record all actual station and parking lot maintenance costs on an annual (JPB Fiscal Year) basis at this station and also provide annual estimates of the costs associated with the maintenance of Platform No. 1, as a subset thereof.

The Contractor shall be responsible for maintenance of the ADA elevator to platforms.

s. Tamien

The rolling gates on the platform level and the concourse level shall be maintained and locked down during non-operating hours (usually midnight to 4:30 a.m. daily).

Because of vandalism at the Tamien station, the downstairs area, the platform, walkways, escalator and elevator need to be thoroughly cleaned at least three times a day. The elevator is to be thoroughly cleaned, disinfected and deodorized three times a day or more as needed. Handrails for stairs need to be checked, cleaned and disinfected as needed, and the portable toilet is to be cleaned, sanitized and deodorized once per day. The restrooms at the Tamien station are to be checked, thoroughly cleaned and disinfected and deodorized a least two times a day. Restroom doors (both inside and outside) are to be cleaned and disinfected with each restroom cleaning. The employee restrooms shall be cleaned and restocked daily.

All trash containers at the station are to be checked, emptied, cleaned and liners replaced as needed on Saturdays and Sundays. The Contractor must steam clean the metal shelter structure on platform twice yearly and touch-up paint on columns as necessary.

The Contractor's responsibilities include maintenance of station elevator and escalators. The Contractor must maintain sump pumps to keep them operable.

The Contractor is responsible for all bike path lighting and graffiti removal on both walls of the bike path, up and down and north to south, and the sound wall as necessary. A light gray color shall be consistently used.

The supply storeroom shall be maintained in a neat and orderly fashion. The room is used for storing maintenance items for this station, but the Contractor may be required to vacate upon 30-day notice by the JPB.

The existing ticket booth shall be kept free of graffiti, litter, and debris. All etched

glass shall be replaced at the request of the JPB. The glass overhang protruding from the walkway on the west side of the station shall be maintained to a high degree of cleanliness. All glass panels shall be cleaned monthly, and all upright columns shall have graffiti removed. Schedule cases are to be checked for vandalism, as well as cleaning.

t. Gilroy

The Contractor is not responsible for maintaining the station building. The Contractor shall maintain platform, lighting and landscaping. Both VTA and Greyhound buses have access to this station for loading/unloading.

The Contractor shall provide a portable toilet at this station, and it is to be cleaned, sanitized and deodorized once per day. The breezeway is to be checked daily and cleaned, sanitized and deodorized as needed.

2.2.G. OTHER SERVICE PROPERTY, FACILITIES AND EQUIPMENT

This section identifies the Contractor's other service property, facilities and equipment responsibilities, including all buildings and structures located on JPB property (other than those specified elsewhere in the Scope of Services), maintenance and shop buildings, CEMOF, and offices. Those functions designated in this section shall be maintained in accordance with the standards outlined herein. The Contractor shall develop and submit an Other Service Property and Facilities Maintenance Program for JPB review and approval 60 days prior to the Service Date of the Agreement. All maintenance and inspection instructions, procedures, training programs, and staffing plans shall be included as part of the Maintenance Program. The program may be modified from time-to-time by mutual agreement between the Contractor and JPB.

1. Centralized Equipment Maintenance and Operations Facility

The Contractor shall maintain CEMOF in San Jose, including all buildings and equipment. CEMOF maintenance shall be provided in accordance with the CEMOF Maintenance Policy and the maintenance standards specified below. At its discretion, the JPB may require the Contractor to subcontract all or a portion of maintenance services. The use of subcontractors as approved by the JPB shall be in accordance with subcontracting requirements of the Agreement. The Contractor is to furnish all labor, supervision, supplies, tools and equipment as needed to provide regular and on-call facility and support equipment maintenance services at CEMOF. The Contractor also shall provide a CEMOF facilities manager.

a. CEMOF Maintenance Building and Other Structures

The CEMOF Maintenance Building is a 58,800 square feet Maintenance Shop for locomotive and rail passenger car repair and scheduled maintenance work. The Maintenance Shop provides a wheel truing machine for locomotive and rail passenger car profiling; a drop table for traction motor and truck assembly removal; an overhead 25-ton crane for heavy equipment relocation, plus a 5-ton auxiliary crane, a 1-ton crane for lighter lifting and a 4-ton jib crane that is column mounted; coolant retention tanks and lube oil supply and retention tanks; two 100-hp air compressors that supply shop area with compressed air, air

conditioning units, roof vents and fans; roll-up doors on north and south ends of shop building; two 16,000-pound capacity freight elevators and two 3,500-pound capacity passenger elevators. Other equipment includes, but is not limited to a fire pump station, domestic water booster pumps, emergency electrical generators, and a trash compactor.

CEMOF also has a 350-foot run through Train Washer, a 30,000-gallon Water Treatment Plant, and liquid drum storage building. There is an oil/water separator system in this same location at the north end of the CEMOF site. There are two 800-foot Service & Inspection Tracks on the east side of the Maintenance Building that provide track space for fueling locomotives, sand distribution system, sewage removal connection line points and tracks that are above lighted personnel access pits for under equipment inspections.

The Maintenance Building has an area for Material Storage and Control, which has gates and secure fencing. The Contractor is responsible for maintenance of any motorized gates in addition to maintenance of the fence itself. The east side of the building has three floors which provide office space and health and welfare facilities for facility personnel. JPB staff and Contractor manager offices are located on the third floor.

The Maintenance Building has access from the east side of the Caltrain mainline track through a pedestrian and forklift or small vehicle-accessible tunnel 210 feet in length, which has equipment rooms for the elevators at each end of the tunnel and provides space for the ventilation system machinery. Stairways also are provided at each end of the tunnel.

Located at the east tunnel portal at ground level is a material storage and receiving area of approximately 14,000 square feet. Storage space for material is provided in module units and an exterior lay down area.

Located at the west side of the site, on a Lenzen Avenue cul-de-sac, is a Remote Material Storage Building. This building is a 5,200 square feet metal structure that has automated roll up doors for access to material and also provides a work space and secure area for the facility technicians to store tools and materials. This space is dedicated to the facility maintenance operation. The Contractor and JPB will have keys to the area, and the JPB reserves the right to audit or inspect it at will.

b. CCF and T&E Crew and Administrative Trailers

The CCF is a 5,000 square feet prefabricated metal building that houses the Caltrain Control Center and the Contractor's work stations and offices. Restroom facilities are located in this building as well.

The T&E Crew trailers (crew base rooms) are adjacent to this building in three pre-fabricated modular trailers. Each trailer has a specific function: (1) the men's locker room and rest area; (2) the crew sign-up and break area; and (3) the woman's locker room and rest area.

The administrative trailer is a pre-fabricated quad-wide trailer that serves as the offices and training room for transportation staff. Restroom facilities are located in this building.

c. Preventative and Facilities Maintenance

Under the general direction of the Contractor's CEMOF facilities manager, Contractor CEMOF maintenance staff shall provide all Preventative Maintenance and facilities maintenance services at CEMOF. Preventative Maintenance will be performed at the times and frequencies specified to accomplish the services listed below. Auditing of the Contractor's work quality shall be completed on a random basis by the JPB. The Contractor shall be able to respond to the JPB 24 hours a day, 365 days a year regarding CEMOF operation and maintenance. A commitment to an exceptional level of communication between the Contractor and JPB is essential to CEMOF maintenance services.

Contractor CEMOF maintenance staff shall perform all preventative and facilities maintenance subject to the following guidelines:

- If a failure of a non-Preventative Maintenance item of greater than \$2,500 (part and installation) occurs, the Contractor would provide an estimate of the repair to the JPB, and then require written approval from the JPB prior to the work being performed. For other failures, the Contractor will replace the item and be reimbursed by the JPB under the terms of the Agreement.
- Maintenance requirements are focused on the Preventative Maintenance of, and incidental repair or replacement of systems and sub-systems. Replacements of entire assemblies covered under Preventative Maintenance are not intended to be a part of the Scope of Services.

Repair work will be performed as outlined by the system specific OEM Instructions, Operations and Maintenance Manuals (O&M Manuals) for every item currently on the Preventative Maintenance list. Additional Preventative Maintenance tasks may be added by mutual agreement at a later date.

Contractor CEMOF maintenance staff shall perform the maintenance as outlined in the Maintenance Schedule derived from the applicable CEMOF O & M Manuals that shall outline all Daily, Weekly, Monthly, Quarterly, Semi-Annual and Annual maintenance requirements. The Contractor also will perform and supply certifications for any equipment or machine that is covered or required or mandated by a Federal, State, or local regulatory agency.

Maintenance and repair forms including updated schedules shall be completed by the Contractor as work is completed and documented. It is anticipated that the Contractor will have an electronic system of tracking and reporting Preventative Maintenance work. Where required by law or local ordinance, signed originals of inspection documents will be maintained by the Contractor at CEMOF and made available to the JPB upon request. Signed originals of all permits, licenses and inspections will be maintained by the Contractor.

All maintenance services performed shall be performed to the highest standard and follow best practices. Maintenance of all components and hardware shall be completed as originally designed and specified when originally built or applied during CEMOF construction, and maintained in “like new” condition. As-built drawings of the facility for use of the Contractor will be provided by the JPB. Original color schemes shall be maintained with touch-up paint in original matching colors and shades for each surface area or application on machinery or structures, including buildings, offices, interior and exterior surfaces. All work to smooth, flat or textured surfaces shall be made so the work is blended in and not noticeable. If, during the course of this Agreement, one of the originally specified paint or surfacing materials becomes unavailable, the Contractor will present the JPB with two alternative products, including the product performance specifications, product pricing, and an estimate to install/place the new product.

All hardware attachments and repairs shall be made consistent with the OEM design and the O&M manuals that are supplied with each subsystem. Should it be necessary to change from the OEM drawings or O&M guidelines (due to OEM parts no longer being available, or due to an engineering modification proposed by the Contractor that will improve the operation or efficiency of the item in question), the Contractor will provide a detailed proposal presenting the costs with this modification and the benefits to JPB. Until any proposed modification is approved in writing, the Contractor must utilize parts that conform to the OEM drawings or O&M guidelines.

All work deemed to be advanced technical work, including, but not limited to, HVAC servicing; electrical work; plumbing work; testing or maintenance of the fire protection system controls and alarm; operation, sampling and Preventative Maintenance of the waste water treatment systems; maintenance and operation of the elevator systems; maintenance and operation of the fuel, lubricant and sand delivery systems; and other maintenance normally requiring certified or skilled training shall be subcontracted by the Contractor, if not readily available by Contractor’s direct staff or personnel. The intent is for the Contractor to perform Preventative Maintenance on all systems at CEMOF. Daily inspections will be made by the Contractor staff that operates the machines. When Preventative Maintenance or maintenance activity is indicated in the job documents, but no inspection sheet is included; it is anticipated that the Contractor will propose a Preventative Maintenance, maintenance, and sampling schedule that conforms to legal requirements, manufacturer’s specifications, or industry standards, as appropriate. All subcontracts for Preventative Maintenance, maintenance or other activities will be the sole responsibility of the Contractor.

The Contractor shall provide resources for two annual CEMOF base inspections and the associated clean up and repair effort that will take place twice a year. These special activity windows are to perform painting, cleaning and Preventative Maintenance activities that might be difficult to schedule on a weekly or monthly basis.

d. Materials, Supplies and Consumables

The Contractor shall provide all replacement components and materials including consumable materials and supplies for the maintenance and inspection of CEMOF. It is the responsibility of the Contractor to maintain sufficient inventory of tools and material to perform all maintenance services with no down-time to CEMOF and ensure that no item of facility equipment is non-functional and no unsafe facility condition exists due to a shortage of an item. The Contractor also shall be responsible for providing all hand and power tools and other equipment tooling to perform the maintenance services on CEMOF support equipment, systems, and buildings. During the term of the Agreement various warranty periods for the major equipment items and other facility sub-systems may apply. All maintenance services shall be performed in a manner that assures the integrity of the warranty for each item serviced. Notwithstanding the indemnity obligations of the JPB set forth in the Agreement, if the Contractor, through its direct or indirect actions or omissions voids the warranty for a specific piece of support equipment or component, the Contractor will, at its sole expense, assume the remaining warranty obligations for such piece of support equipment or component. All components that are removed for replacement or repair shall have applicable serial numbers recorded for both the used and new component.

The Contractor shall provide all rags and cleaning materials including lubricants and solvents required to perform the maintenance services. All cleaning compounds, lubricants, solvents, abrasives, and other products must meet the JPB's approval prior to being brought on site. It is the Contractor's responsibility to verify that all lubrication, cleaning and general chemicals that it intends to utilize are approved by the JPB.

e. Performance Schedule

A minimum requirement of CEMOF maintenance services is for the provision of two full time facility technicians that shall be on site to perform daily maintenance activities at CEMOF, Monday through Friday. The on-duty service hours for the two technicians shall be between 7:00 a.m. and 3:00 p.m., which is subject to change by mutual agreement of the parties. Other than these two positions, it is the Contractor's responsibility to determine the appropriate personnel required to accomplish all maintenance services required at CEMOF.

All maintenance to CEMOF, including repairs and maintenance to buildings, equipment or machinery, that may generate noise that may be obtrusive to the adjoining neighborhoods shall not be performed after 5:00 p.m. on Saturday or Sunday unless agreed to by JPB written approval.

Contractor and subcontractor personnel assigned to perform maintenance services at CEMOF are required to attend initial and subsequent annual refresher training sessions as specified in the Contractor's Training Plan, including Blue Signal Protection for Workmen and RWP, and shall be required to follow JPB and Contractor safety rules and procedures applicable to CEMOF, while engaged in work activity at CEMOF.

f. Additional Facilities Maintenance Work

In addition to scheduled work activities, additional facilities maintenance work may be required at CEMOF. There may be a need for the Contractor's CEMOF maintenance staff to perform additional work on an "emergency," "urgent," or "normal" basis. The Contractor's CEMOF maintenance staff shall respond to all service calls within thirty minutes of the initial call. At that time, the Contractor's facilities manager or designee will make a determination as to the urgency of the service. The service will be determined to be either:

- "Emergency" requiring mobilization of Contractor CEMOF maintenance personnel within one hour of notification of the problem;
- "Urgent" requiring mobilization of Contractor CEMOF maintenance personnel within four hours of notification of the problem; or
- "Normal" requiring mobilization of Contractor CEMOF maintenance personnel within one business day of notification of the problem, in effect becoming a task for the maintenance staff on the next scheduled business day.

The Contractor will establish and forward to the CEMOF maintenance staff, the schedule for completion of the additional work assignments as they occur.

2. Other Service Properties

The properties listed below shall be maintained in accordance with the standards set forth in Paragraph 3 below.

- Terminals and maintenance facilities, including all San Francisco Yard facilities, the San Jose Diridon Yard, and the Gilroy Storage (Layover) Facility
- Maintenance of Way support facilities
- Maintenance of Way and other material yards, including such yards/storage areas currently at South San Francisco, Bay Meadows, Redwood City, Chilco area near Dumbarton line, and south of Mountain View
- Administrative Headquarters Facility at San Jose Diridon
- Satellite facilities such as training trailers, etc.

3. Other Service Property and Facilities Maintenance Standards

The levels of maintenance described herein are not all-inclusive and are intended to provide direction for the Contractor to provide quality fixed property maintenance with the intent to avoid the deferral of maintenance. Levels of maintenance shall be performed as described herein unless governed by other special conditions (i.e., maintenance contracts with outside vendors, landlord maintenance agreements, etc.). Levels of maintenance to machinery, systems, components, equipment shall be performed per the manufacturer's standard recommended maintenance

instructions to the extent that they exist or as otherwise directed by the JPB.

All commuter rail service properties and associated systems shall be maintained by the Contractor in accordance with all applicable local, State and Federal codes, laws and regulations. Maintenance of JPB properties shall also be sensitive to the historical nature of specific elements of the Service Property. The Contractor shall be responsible to maintain current appropriate permits, certificates, licenses, etc., relating to the Service Property, systems, facilities and equipment used in its maintenance. In so doing, the Contractor, 30 days prior to the Service Date of the Agreement, shall submit to the JPB for review and approval a program to manage the updating and records keeping for all permits, licenses and certificates. This program shall include, but not be limited to, compliance with all local, State and Federal environmental laws and regulations.

All driveways, roadways and access ways shall be kept clean and maintained in a reasonable State of Good Repair. Train storage and layover facilities shall be kept clean and well maintained.

All JPB-supplied machinery, equipment, buildings and facilities used by the Contractor in place as of the date of the Agreement, including facilities used by the Contractor in maintaining the Service Equipment, shall be maintained in clean and good working order, ordinary wear and tear excepted. Worn-out parts shall be replaced by the Contractor. Machinery and equipment shall be serviced and maintained according to manufacturer and supplier recommendations/instructions. The Contractor or subcontractor shall not undertake any alteration or modification of buildings, systems, which includes but is not limited to electrical, plumbing, structural, and sub-support systems, or apply any signage to any interior or exterior surface without JPB prior express written permission specific to the request.

Shop floors, platforms and pits shall be kept free of accumulations of dirt and grease at all times. Walkways shall be delineated by yellow striping, and maintained free of parts and debris. Storage yard tracks, work areas, material control buildings and compounds shall be clean, orderly and trash removed. Craft work stations and modules for welfare shall be maintained in an orderly manner and cleaned daily.

The disposal and recovery of hazardous materials, such as oil and engine coolant, shall be as prescribed in Environmental Services section below. Lubricating oil leaks shall be repaired promptly, and oil must not be allowed to accumulate on decks or in passageways. Rags and towels shall not be allowed to accumulate and shall be put in proper containment after use.

Proper facilities shall be provided, and the Contractor shall ensure parts and components are stored only in designated areas, and under security appropriate for the nature of the part. Parts and components that are sensitive to heat, cold, moisture and humidity shall be properly protected.

The maintenance instruction to be followed at CEMOF shall be the CEMOF Building Maintenance Schedule, which shall be provided and updated by the JPB. All maintenance of way headquarters points (tool houses) and shop facilities, including buildings, equipment, utilities, sanding, facilities, fueling facilities, and train storage areas, shall be kept clean and in a State of Good Repair at least equal to that of the

Service Date of the Agreement. New or reconstructed shop facilities shall be maintained to the level received, less normal wear and tear.

4. Other Service Equipment

Unless otherwise leased by or required of the Contractor, the JPB shall provide rubber tired vehicles for use by the Contractor in providing the Services and funding for replacement of existing vehicles when needed from time to time. Prior to the beginning of each JPB Fiscal Year, the Contractor and JPB will agree upon specified rubber tired vehicles and the associated costs and timing required for replacement vehicles during that Fiscal Year.

JPB non-revenue rolling stock and vehicles shall be maintained in accordance with the standards set forth in Paragraph 5 below. Such vehicles and equipment include those owned by the JPB or owned or leased by the Contractor and specifically used by the Contractor for the provision of Services.

Vehicles designated by the JPB will display an approved Caltrain or JPB logo on both the driver and passenger side doors. Assignment and use of JPB-provided vehicles on a 24-hour basis by Contractor employees shall be only by JPB written approval and restricted to Operation managers unless otherwise approved by the JPB. All of the highway vehicles used by the Contractor in providing the Services shall carry California license plates and display the Caltrain logo and any required regulatory stenciling.

The JPB reserves the right, at its sole discretion, to use its own or contracted maintenance services for any of the non-revenue vehicles or equipment. All vehicles provided by the JPB shall be used exclusively in the fulfillment of the obligations required in the Agreement.

5. Other Service Equipment Maintenance Standards

The levels of maintenance described herein are not all-inclusive and are intended to provide direction for the Contractor to provide quality non-revenue vehicle and equipment maintenance with the intent to avoid the deferral of maintenance. Maintenance shall be performed as described unless governed by other special conditions (i.e., rental or lease contracts) and per manufacturer's standard recommended instructions. All non-revenue vehicles and equipment used by the Contractor shall be maintained in clean and good working order, ordinary wear and tear excepted.

All non-revenue vehicles and equipment must be maintained in accordance with all applicable State and Federal codes, laws and regulations. The Contractor is responsible to maintain as current all appropriate permits, registrations, inspections, certificates, licenses, etc. relating, to the operation and maintenance of non-revenue vehicles and equipment. The Contractor shall provide motor vehicle registrations and inspection stickers for all vehicles provided by or to the JPB.

All Contractor truck drivers and equipment operators must have and maintain a license valid for the operation of the type of vehicle or equipment to which they may be assigned. Any of the Contractor's employees who are involved in a preventable

JPB non-revenue vehicle accident during the period of the Agreement must attend a JPB-approved remedial driver training program.

Maintenance and general appearance of the non-revenue vehicles and equipment must also be sensitive to the aspect of the public image of both the JPB and Contractor. The JPB reserves the right, at its sole discretion, to direct Contractor to perform any emergency or safety sensitive maintenance or repairs to any non-revenue vehicles or equipment units.

The Contractor and JPB will perform joint annual non-revenue vehicle and work equipment inspections. The inspections will be documented using a standardized inspection form.

The Contractor and JPB shall agree on a schedule for completion of/compliance with the above Other Service Equipment standards.

2.2.H. MATERIAL MANAGEMENT

The Contractor shall initiate the procurement process of all materials, parts and services, unless otherwise provided by the JPB, and maintain inventory levels to ensure adequate inventory for the successful operation and maintenance of Caltrain. The Contractor shall acquire, store, secure, issue, account for, control and dispose of JPB-provided materials and other assets in accordance with sound procurement practice and JPB policies. The Contractor shall adhere to applicable JPB policies and procedures when procuring materials and parts for the Agreement, and procurement shall be based upon the requirements of the BSP.

The Contractor shall procure, manage, and disburse material and parts through a computerized system. The Contractor shall maintain an inventory of repair-and-return, unit exchange, and other spares required to support the requirements of the Agreement. When requested by the JPB, the Contractor shall keep separate inventory records in the Material Management system for those items that have been purchased using capital funds. The JPB has the final authority on supplier selection for any material, part or service. Before any substitution of a JPB-approved supplier can occur, it must be approved in writing by the JPB. The JPB reserves the right to transfer management or procurement responsibility for some or all of the Contractor-managed materials, parts and services to the JPB; approve the method, software, part numbers, forms, etc. used in maintaining inventory; or implement its own inventory management system during the term of the Agreement.

The Contractor shall not use JPB materials for purposes not directly utilized in Caltrain service without the express written approval of the JPB. This also shall apply to any JPB materials transferred to another location that is not owned or operated by the JPB.

1. CEMOF Material Control

The Material Control warehouse at CEMOF shall be staffed to support the Mechanical Department's operation at a minimum. With the exception of holidays, current Material Control staffing is from 11:00 p.m. on Sunday to 11:00 p.m. on Friday and 7 a.m. to 3 p.m. on Saturday. The Contractor shall consider limited and controlled after hours and weekend access to select Contractor employees.

2. Menlo Park Material Control

The Material Control warehouse at Menlo Park shall be staffed to support the Maintenance of Way Department's operation at a minimum. With the exception of holidays, current Material Control staffing is from 7:00 a.m. to 4:00 p.m. on Monday through Friday. The Contractor shall consider limited and controlled after hours and weekend access for emergencies and Construction Support projects extending through the weekend.

3. Material Storage

All material must be stored in an orderly manner, tagged or identified, such that it can be easily found, inventoried and placed and is not damaged, warped, twisted or otherwise distorted during storage. The JPB may reject as non-compliant any support inventory not stored in conformance with this policy. Loss of value due to improper handling or storage of support property or support material shall be the responsibility of the Contractor.

4. Inventory

All material taken into the warehouse must be verified as to count and condition prior to recording in the Material Management system. All material issued or received must be recorded and documented as to whom it was issued or withdrawn by or whom it was received from and received by, whichever the case may be. The Contractor may maintain mini-inventories at each yard for commonly used items, but those mini-inventories shall continue to show as "inventory", noted to be at the yard location. Any time that a mini-inventory item is used, it must be reported in the system.

The Contractor must provide consistent and accurate inventory data for the JPB's monthly and year-end accounting reporting. This includes accurate exception reporting of price and quantity adjustments. The Contractor shall reconcile any inconsistencies in reported data, including payment to the JPB for unaccounted shortages. The Contractor shall provide staff support for this function, as required.

The Contractor shall conduct and report to the JPB the results of annual inventories as specified in Part 2, Section 2.A.11

5. Disposal of Material

The Contractor shall dispose of any material designated by the JPB as scrap or surplus, with the proceeds returned to the JPB. Such disposal shall only occur with the written approval of the JPB. All ties removed from track, considered scrap, and not programmed for reuse must be disposed of off property within 90 days of removal from track.

On an annual basis the JPB may conduct a joint audit with the Contractor aimed at identifying obsolete material. In accordance with JPB policies and procedures, the Contractor shall dispose of any obsolete material identified through this process, but may do so only with JPB written approval.

6. Material Management Plan

The Contractor shall submit a Material Management Plan 60 days prior to the Service Date of the Agreement for JPB approval that explains fully how the Contractor will manage the CEMOF and Menlo Park Material Control and other storage locations in conformity with the requirements of the JPB, including an inventory reordering plan, inventory control as a whole, staffing and all details of the Contractor's operational plan for Material Management. The plan shall also address quality control aspects, including inbound inspection of material, management of suppliers, material specification management and disposition of material.

2.2.I. REVENUE COLLECTION AND ACCOUNTING

It is the JPB's objective that fare evasion be minimized, that revenues collected not be lost or stolen, and that revenues be reported in an accurate manner. The JPB shall be responsible for the installation, maintenance, repair, servicing, cash handling and revenue accounting associated with TVM operation.

This section may be revised from time to time, subject to the mutual agreement of the parties.

2.2.J. SAFETY

The safety of passengers, employees, and the surrounding communities shall be the primary concern of the Contractor in the execution of the Agreement. The Contractor will conduct its operations with strict adherence to the Caltrain System Safety Program Plan, all applicable safety and operating rules, all safety provisions of the Scope of Services, and Federal, State, and local regulations. The Contractor shall not permit its employees or subcontractors to perform any duty without proper training in safety and operating rules. The Contractor's Safety Management Group will audit the Contractor's employees for compliance. Failure of Contractor's employees to comply with any part of these safety requirements shall be considered a breach of the Agreement. As such, the JPB reserves the right to remove, insofar as Caltrain service is concerned, Contractor's employees who perform in violation of the Agreement.

1. Contractor Safety Management

The Contractor shall employ a full-time Safety Management Group consisting of one or more Safety Officers dedicated solely to the Caltrain system. The Contractor Safety Officer(s) must have previous rail safety experience. The Contractor Safety Management Group has the responsibility to ensure all requirements of this section are complied with and will report directly to the Contractor's General Manager. The Contractor will furnish for JPB approval, at least 60 days prior to the Service Date of the Agreement, a Safety Management Group Plan that outlines the organizational structure of the group and duties and responsibilities of the employees therein.

The Contractor's safety management duties will include, but are not limited to, auditing of rail operations and maintenance activities for compliance with JPB, Federal, and State requirements; 24/7 response to all accidents or safety-related incidents; reporting officer for Federal and State reporting requirements; use of the Caltrain safety reporting software system (currently TransitSafe) for the purpose of

entering safety-related information such as identified hazards, corrective actions, training records, accident/incident information, and audit reports (both internal and external); completion of an annual internal audit to determine compliance with the Caltrain SSPP; establishment and staffing of an EOC; participation in the Caltrain tri-annual SSPP third-party audit; coordination of required Emergency Response Drills with local agencies and in compliance with Caltrain's PTEP; coordination of Contractor Safety Committee and Safety Meeting requirements; participation in the Caltrain System Safety Review Committee; participation in the Caltrain Rules Committee; oversight of Contractor training requirements as identified in the Caltrain SSPP; handling of all environmental and employee health issues; and other duties as required by Agreement or as assigned. The Contractor's General Manager and senior Safety Officer shall be signatories to the Caltrain SSPP to indicate agreement and compliance.

The Contractor Safety Management Group responsibilities shall also include comprehensive oversight of Contractor roadway worker safety in accordance with the Caltrain On-track Safety Protection Plan. Responsibilities include RWP training of all Contractor maintenance employees, other contractors, and subcontractors; review of work plans for safety compliance; and field audits of maintenance and construction activities, particularly on nights and weekends when the bulk of the work is performed.

The Contractor Safety Management Group will participate, where practicable, in all audits by outside parties or agencies such as APTA, FRA, or CPUC. Following receipt of an audit report, the Contractor Safety Management Group will develop and submit to the JPB Safety Officer for approval a Corrective Action Plan within 10 business days for all deficiencies or recommendations that result from the audit. The Contractor Safety Management Group will be responsible for completion of the Corrective Action Plan.

2. Safety Action Plan

The Contractor shall provide for review and approval, a comprehensive Safety Action Plan that describes how the Contractor will comply with the Caltrain SSPP and is inclusive of employee, customer and operational safety, employee health and environmental safety. The Safety Action Plan must be submitted for JPB approval at least 60 days prior to the Service Date of the Agreement. The Safety Action Plan will be updated annually to be consistent with the most current version of the Caltrain SSPP and will be submitted to the JPB Safety Officer for review and approval no later than December 31 each year. The Safety Action Plan shall be created and published for Caltrain as a Caltrain-specific document. Investigation reports, forms and files shall be identified as Caltrain. Contractor's standard "corporate" safety program and forms shall not be used.

The Contractor's Safety Action Plan elements include, but are not limited to, General Safety Rules for Employees, an Accident/Incident Reporting program, a Hazard Identification and Management program (including "close calls"), a Passenger Train Emergency Preparedness Plan, a Safety Committee plan, a Substance Abuse program as specified by FRA regulations, a Fatigue Management program, an Hours Of Service management plan, employee certification programs, and an Operational

Rules Testing program. All of these Safety Program elements will be in full compliance with FRA and CPUC regulatory requirements.

The Contractor shall perform an annual internal audit as directed by the JPB to determine compliance with the Caltrain SSPP. The Contractor shall prepare a written summary of findings, with a remedial action plan, for JPB review within 10 days of the completion of the internal audit. The Contractor shall implement corrective actions recommended by the internal audit or by third-party auditors, after review with and approval by JPB designated personnel. The Contractor shall invite and allow JPB management to participate in all safety-related reviews, including, but not limited to, efficiency tests, internal safety audits, and other reviews of a related nature.

3. Caltrain System Safety Program Plan

The Contractor shall comply with and support the most current Caltrain SSPP. Updates and modifications to the plan are made regularly, and the Contractor shall participate with the JPB during annual update and review of the SSPP and comply with any and all changes to the plan. The Contractor shall also participate in the review and update of other safety related documents as required by the JPB. The Contractor shall be a signatory participant in the Caltrain SSPP, and Contractor signatures shall indicate agreement and compliance with the SSPP. Furthermore, during Mobilization, the Contractor shall review and provide input into the Caltrain SSPP, and there shall be a joint review of the input to determine whether modification of the Caltrain SSPP is needed.

4. Roadway Worker Protection

All roadway workers, contractors and subcontractors of the Contractor or JPB shall be trained, qualified in, and work in compliance with the Caltrain On-track Safety Protection Plan and all applicable regulations contained in 49 CFR 214. All required RWP training shall be conducted by the Contractor and documented in the Caltrain safety reporting software system (currently TransitSafe) provided by the JPB. Auditing of the JPB's and Contractor's roadway workers, contractors, and subcontractors for compliance with the Caltrain On-track Safety Protection Plan and all applicable regulations contained in 49 CFR 214 shall be performed by the Contractor and JPB both jointly and independently. The Contractor shall participate in an annual review and update of the Caltrain On-track Safety Protection Plan and shall comply with all updates. Furthermore, during Mobilization, the Contractor shall review and provide input into the Caltrain On-track Safety Protection Plan, and there shall be a joint review of the input to determine whether modification of the Caltrain On-track Safety Protection Plan is needed.

5. Safety Committees

The Contractor shall maintain a safety committee program as described in the Contractor's Safety Action Plan and in compliance with the Caltrain SSPP. The Contractor Safety Management Group shall be responsible for auditing the safety committee meetings and may attend and participate at his or her discretion. Minutes of these meetings shall be forwarded each month to the JPB Safety Officer. The Contractor also shall participate in a monthly safety meeting with the JPB Safety

Officer.

6. Emergency Operations Center

An Emergency Operations Center Plan to staff an EOC capable of independently sustaining and controlling Caltrain operations for a minimum of 72 hours during a civil emergency shall be submitted for JPB review and approval at least 60 days prior to the Service Date of the Agreement. National Incident Management System (NIMS) training from Federal Emergency Management Agency (FEMA) will be required for managers along with training on Standardized Emergency Management System (SEMS) from the California State Office of Emergency Services with emphasis on the differences and uses of each system. The EOC Plan will describe the minimum requirements for amenities to be provided at the EOC. The Contractor will be responsible for acquiring and installing the required amenities, and the Contractor Safety Management Group will be responsible for ensuring that EOC preparations are audited and compliant.

In addition, the Contractor shall plan for and staff the EOC for one field drill/exercise and one table top/EOC drill annually, coordinated with Caltrain and regional EOC activities as appropriate. The Contractor shall include outside agencies as necessary. The Contractor shall collaborate with JPB Safety and Protective Services during the planning stage of all emergency preparedness exercises and must submit an ICS compliant exercise plan for JPB approval no less than 60 days prior to any intended exercise.

7. Facility and Station Inspections

The Contractor shall conduct monthly inspections of all stations, employee layover facilities, sign up areas and offices and maintenance facilities. Inspections must be documented on JPB-approved checklists as defined in the current SSPP and will include corrective action plans and assignments of responsibility. Copies of inspection reports shall be forwarded to the JPB Safety Officer within three days of inspection, and findings of inspection shall be recorded by the Contractor in the Caltrain safety reporting software (currently TransitSafe).

8. Hazards Involving Projects

Where the JPB or Contractor determine an immediate and serious hazard exists, the Contractor or JPB representative has the authority to immediately contact the appropriate personnel to request that the hazardous conditions be corrected or hazardous practices halted. Should contact prove to be infeasible or unsuccessful, the Contractor or JPB representative shall have the authority to stop the project work. The JPB reserves the right to conduct unannounced inspections aimed at identifying and eliminating unsafe practices, operations, and conditions.

9. Injury Statistics

The Contractor shall furnish to designated JPB personnel a monthly report, including the number of FRA reportable employee injuries, in a format approved by the JPB.

10. Regulatory Agency Reporting

An Internal Control Plan for Accident and Incident Reporting as required by 49 CFR 225 shall be submitted for JPB review and approval at least 60 days prior to the Service Date of the Agreement. The Contractor shall be the Operating Railroad of Record for all incident and injury reports to regulatory agencies, including but not limited to FRA, CPUC and Cal-OSHA and in accordance with FRA regulations contained in 49 CFR 225. The Contractor shall also enter all incident and injury information into Caltrain's safety reporting software system (currently TransitSafe) within 48 hours of the incident. The Contractor shall designate a reporting officer as the primary contact for all reporting requirements, and the Contractor's reporting officer and JPB Safety Officer shall meet monthly to discuss the previous month's incidents and on-going issues involving reporting compliance.

11. Accident and Incident Investigation and Reporting

The Contractor shall immediately investigate all accidents, incidents, injuries to employees or passengers, or damage to Service Property or Service Equipment. The Contractor shall immediately notify the designated JPB personnel of any such incidents. Contractor's responding managers shall be trained in and respond in accordance with ICS protocols, including integration with JPB Safety and Protective Services and Transit Police at any Unified Command (UC) Post established on scene. Investigations must be documented on appropriate forms as prescribed in the Contractor-provided Internal Control Plan for Accident and Incident Reporting. Completed investigative reports must include a brief narrative description of the accident/incident, a description of the immediate remedial actions taken by the Contractor, a Corrective Action Plan outlining steps the Contractor will take to prevent the occurrence of the accident/incident in the future, and any applicable supporting documents. Completed investigative reports must be forwarded to the designated JPB personnel within 24 hours of the time the event took place. In cases where it is not feasible to forward a completed report within 24 hours, a preliminary report must be forwarded. Follow-up reports must be made to the JPB when corrective actions are completed or changed. The Contractor also shall enter all investigative reports and pertinent information in the Caltrain safety reporting software system (currently TransitSafe).

The Contractor is responsible to ensure investigation and reporting requirements are included in any contracts or subcontracts entered into by the Contractor. The JPB Safety Officer shall approve these requirements. The Contractor is responsible for ensuring that all managers and all front-line employees have received NIMS training appropriate to their job classification and responsibilities. Accident and Incident investigation and reporting requirements are specified in the Required Reports and Notification section of the Scope of Services.

Nothing in this section shall relieve the Contractor from notification requirements found elsewhere in the Agreement that require notification of accidents, incidents, or hazards to JPB officers, including without limitation those found in the Scope of Services. Final closeout reports of accidents or incidents provided to the JPB shall contain summaries of discipline assessed, if any, and any recommended changes in operations, rules, standards or training resulting from the accident or incident

investigation.

12. Event and Video Recorders

The JPB reserves the right to install video recorder camera systems in JPB rolling stock and fixed facilities. The JPB shall have full and complete access to and control of the following, without prior notification to the Contractor:

- Locomotive event recorders and locomotive event recorder data;
- Locomotive video recorder camera systems and video recorder data;
- Control system and signal system event recorders and recorder data; and
- Closed-circuit television (CCTV) systems at fixed facilities.

13. Revision of Safety Practices

The Contractor shall, with prior JPB written approval, revise its SOPs, emergency response practices, training techniques, or reporting practices if it is revealed to the Contractor through industry communiqué, employee communications, or JPB communication that such revisions will assist in the reduction or prevention of injury or loss of life to its employees, Caltrain passengers, JPB employees, the surrounding community, or Caltrain equipment or property.

2.2.K. ENVIRONMENTAL SERVICES

The Contractor shall operate, maintain, and service environmental systems located throughout the JPB Service Property. The Contractor shall provide and maintain, in the name of the Contractor or the Environmental Subcontractor whenever possible, the environmental plans, permits, certificates and licenses necessary to perform Services.

The Contractor, with the assistance of subcontractors, shall furnish all labor, materials, tools, and equipment to operate, test, service, maintain, and repair JPB environmental systems at facilities throughout the Service Property. The Contractor shall retain the services of a properly certified and licensed Hazardous Materials Disposal subcontractor and other properly qualified Environmental Subcontractors as needed to perform the specialized services included in this section.

The Contractor shall properly dispose of any waste or hazardous material generated while performing Services throughout the Service Property. Disposal and storage of waste and hazardous material shall be in accordance with all applicable Federal, State, and local regulations. The Contractor shall keep storage of waste and hazardous waste material on the premises to a minimum. The Contractor shall return the work area to its original conditions after conducting work efforts included in this section.

The Contractor shall monitor and notify the designated JPB personnel immediately by phone of any incident with possible environmental impacts, regardless of who the responsible party is, such as diesel fuel spills, illegal disposal of hazardous material on Caltrain property, and spills from rail cars. This notification will not relieve the Contractor from its obligation to initiate and supervise cleanup and disposal of spilled material.

1. Environmental Plans, Permitting and Reporting

The Contractor shall comply with and maintain current all appropriate plans, permits, certificates, and licenses relating to the Service Property and systems and facilities used in performing the Services, including, but not limited to, the following:

- National Pollutant Discharge Elimination System (NPDES) General Discharge Permits for the Gilroy Facility
- Storm Water Prevention Plans (SWPP) and Related Notice of Intent (NOI) for CEMOF
- Spill Prevention Control and Countermeasures Plans (SPCC) for CEMOF
- Municipal Sewer Discharge Permits, as required
- Aboveground Storage Tank Permits
- Hazardous Material Business Plan(s)
- Requirements related to fueling
- Department of Toxic Substances Control (DTSC) notifications and reporting

No later than 60 days prior to the Service Date of the Agreement, the Contractor shall submit for JPB review and approval an Environmental Compliance Program for Operations to manage the transfer, updating, implementing, and record keeping for all plans, permits, licenses, and certificates. The Environmental Compliance Program for Operations shall include a listing of all required permits and a schedule for transferring those permits into the Contractor's name. Applicable permits will be transferred to the Contractor prior to the Service Date. The program shall be submitted in an electronic format and shall include, but not be limited to, compliance with all Federal, State and local environmental laws and regulations.

The Environmental Compliance Program for Operations shall also specify the procedures to be followed during fuel handling activities within the Service Property, both for locomotives and on-track equipment. The JPB shall contract for the purchase of locomotive fuel, and the Contractor shall coordinate delivery requirements and supervise deliveries at San Francisco, San Jose and Gilroy. The Contractor shall monitor fuel deliveries at least once each month at each fueling location, document observations on a JPB-approved checklist and maintain them for not less than 36 months.

No later than 30 days prior to the Service Date of the Agreement, the Contractor shall submit for JPB review and approval a draft Emergency-Spill Response/SPCC plan, including a chain of command for spills throughout the Service Property, regardless of source. A final Emergency Spill Response/SPCC plan for each facility shall be adopted within 90 days of the Service Date. The plan shall be updated on an annual basis and provided to the JPB by the start of each Fiscal Year.

The Contractor shall complete periodic inspections, sampling, and reporting requirements necessary to maintain all environmental permits, certificates, licenses. Applications for permits, certificates, and licenses relating to the Service Property, Support Property and systems will be prepared and forwarded to the JPB 90 days prior to expiration. The Contractor shall maintain the tracking of permits, certificates and licenses.

The Contractor shall cooperate with the JPB in the procurement of any permits that must be obtained by either the JPB or Contractor, including without limitation, preparation of permit applications and preparing responses to questions and comments on the permit applications. In general, the JPB will retain responsibility for modifications or improvements to the physical infrastructure of the Service Property as related to permits, certificates and licenses. The Contractor shall provide any recommendations, as appropriate, to facilitate compliance with environmental regulations, or the requirements of the permits, certificates, or licenses.

In compliance with Occupational Safety and Health Administration (OSHA) requirements, the Contractor shall maintain a Material Safety Data Sheet (MSDS) center at each yard with MSDS information for all chemicals used in the operation. The MSDS center shall be at a mutually agreed upon location and available to all employees.

2. Air Emissions

The Contractor shall be responsible for all testing, monitoring, permitting and reporting related to requirements of the California Air Resources Board (CARB), the Bay Area Air Quality Management District (BAAQMD) and other regulatory agencies.

To help meet evolving air emission regulations, particularly in connection with fuel consumption and potential greenhouse gas or particulate emission issues, the Contractor must maintain fuel usage logs, which are to include total monthly fuel usage for all combustion units. A monthly report must be submitted to JPB that includes a copy of all fuel usage logs and calculates fuel usage for the past 12 months. Receipts and logs must be maintained on-site and available for inspection by any regulatory agency upon request. The log also shall include the name and signature of the responsible foreperson. This data will help the JPB and Contractor ensure compliance with regulations.

3. Regulated and Hazardous Waste and Material

The JPB shall be the generator for all waste related to routine maintenance or operations, and the Contractor shall be generator for waste related to spills or other occurrences related to the Contractor's errors or negligence. Any regulated waste or spent hazardous materials located on the Service Property shall be disposed of in accordance with all applicable environmental regulations. The Contractor shall submit for JPB review and approval 60 days prior to the Service Date of the Agreement an Environmental Hazard Procedures Manual that addresses all uses of hazardous waste and materials on the Service Property. These procedures shall include, but not be limited to spill prevention and control (including a formalized description of the Contractor's emergency/spill response team and chain of command for all applicable Service Property locations), hazardous materials and

medical waste handling, hazardous materials or waste generators (not limited in size), an emergency/spill response team and chain of command for all applicable Service Property locations. The procedures shall be developed in compliance with JPB policy and all applicable local, State and Federal environmental laws and regulations. All policies shall be developed and updated, and all Services provided by the Contractor shall be in compliance with applicable Federal, State and local environmental laws and regulations, applicable permits, and JPB policy.

The Contractor shall take immediate actions to comply with all applicable laws and regulations and permit conditions concerning the release of any contaminant on or along the Service Property without regard to source. The Contractor and subcontractors shall comply with all written policies maintained by the JPB or applicable regulatory agencies pertaining to environmental compliance and response policies and procedures, including coordination with the JPB and its designated subcontractors or representatives. Extreme care must be used when fueling or changing fluids. The Contractor shall immediately inform the JPB of any hazardous material spills. The Contractor shall be fully responsible for the containment and cleanup of any contaminants spilled onto JPB or others' property. Any and all hazardous material spills on Caltrain property, including, without limitation, diesel fuel, effluent from the Contractor or Caltrain facilities, solvents or cleaning solutions, etc., must be reported immediately to the JPB Safety Officer.

Storage of hazardous materials shall be limited to areas as indicated by the JPB and in compliance with codes and regulations. Where facilities for storage may not exist, the Contractor shall provide the needed facilities or store off site. The Contractor shall minimize storage of waste, regulated and hazardous materials on the Service Property.

Disposal of any regulated materials such as petroleum based products, antifreeze, oils, lubricants, paint, fluorescent light bulbs, railroad ties, drip pans, and batteries shall be through the services of a properly-certified and licensed hazardous materials disposal contractor. Disposal of defective or obsolete batteries shall begin within one week of removal from service and completed within 60 days. Battery disposal and storage sites shall be in accordance with OSHA regulations. All Contractor-designated/ utilized hazardous material disposal sites or disposal subcontractors shall be subject to the approval of the JPB. Oil and engine coolant and any other waste or hazardous material drainings shall be captured and disposed of in accordance with environmental regulations. The Contractor shall also provide for recovery of HVAC refrigerant.

The Contractor shall ensure that containers used for storage and transportations of waste materials meet applicable Federal, State, and local requirements for labeling, storage, disposal, and transportation of waste materials. The Contractor shall conduct any and all testing of waste materials to be transported and disposed off-site, if required, to determine proper and legal methods for transport and disposal. The Contractor shall only utilize appropriately licensed subcontractors to transport regulated or hazardous waste. Waste must be appropriately containerized for shipment. The Contractor shall produce hazardous waste manifest forms as required for the transportation and disposal of hazardous wastes under these specifications. The Contractor shall provide the appropriate copies of the completed

hazardous waste manifest to the facility supervisor and to the JPB. Copies of all waste management documentation, including material handling, manifests, bills-of-lading, weight slips, and receiving facility receipts shall be kept on site and copy provided to the JPB.

Should the Contractor encounter previously unknown materials which the Contractor reasonably believes to be hazardous, the Contractor shall cease work in the affected areas and report conditions to the JPB.

4. Environmental Systems

The Contractor shall utilize qualified personnel, including subcontractors, to test, operate, maintain and service various environmental systems located throughout the Service Property. The environmental systems include Tank System, Oil/Water Separator System, storm water systems, and subsurface disposal system. Environmental services shall be directly performed and coordinated by qualified personnel or a qualified Environmental Subcontractor. Any spills or overloading of oil/water separators or other storm water managements systems due to services performed under the Agreement shall be rectified by the Contractor. Service of these systems shall be performed by the Contractor on an as-needed basis.

The Contractor shall provide copies of correspondence with Federal, State and local regulatory agencies regarding the environmental systems to designated JPB personnel. The Contractor shall notify the JPB immediately to report any malfunctions observed during work conducted. The Contractor shall provide written documentation to the JPB providing detailed information regarding the malfunction within three business days.

Malfunctions of environmental equipment or systems which can be rectified through minor repairs, must be repaired by the Contractor in a timely manner, so as not to result non-compliance of any permit or permit conditions. The Contractor, and its Environmental Subcontractor, shall respond immediately upon becoming aware of a malfunction or to request by the JPB for emergency repairs.

5. Spare Parts

The Contractor must maintain spare parts in order to complete expedient repairs to environmental systems, and associated equipment and appurtenances whenever possible. The Environmental Subcontractor shall maintain an updated inventory of tools and parts recommended by the equipment manufacturers of the various environmental systems serviced. A copy of the inventory and spare parts and tools must be provided to the JPB and maintained at each facility and at the Contractor's local office or service facility. The Environmental Subcontractor must use new parts to make repairs and replacements to the JPB's environmental systems.

6. Emergency Response

The Contractor shall be prepared to respond to spills and environmental emergencies at all times regardless of cause. The Contractor shall retain an Environmental Subcontractor that shall respond immediately in the event of uncontained releases of hazardous materials or incidents involving biohazards,

including fatal incidents or major injuries on Service Property. The Environmental Subcontractor also shall respond to emergency environmental services requests by the JPB or Contractor. Services provided by the Environmental Subcontractor shall include all labor, tools, equipment, materials, testing, and reporting associated with providing services.

7. Health and Safety Planning and Work Area Security

The Contractor shall adhere to all applicable health and safety laws and comply with appropriate work practices when performing maintenance activities or other Services and shall ensure that work areas are secured when work is not being performed and otherwise secured during the work to prevent inadvertent access to work areas by unauthorized or unqualified persons. The Contractor shall develop and implement a Hazardous Materials Site Specific Health and Safety Plan (HMSSHASP) for all the Contractor personnel or subcontractor personnel working with or exposed to hazardous materials or other contaminated materials as part of their work. The plan shall be submitted for JPB review and approval within 30 days of the Service Date and shall include provisions related to the following:

- The Service Property is situated in an urban area proximate to many current and historic sources of hazardous material impacts to soil and groundwater. Metals (primarily lead and arsenic), petroleum hydrocarbons, and polynuclear aromatic hydrocarbons are known to be present in the ballast and sub-ballast within portions of the Service Property.
- Timber cross ties on the property contain creosote. New and used cross/switch ties may only be stored at locations approved by the JPB Engineer, who also must approve all Contractor subcontracts for disposal of used ties.
- Some bridges and structures requiring maintenance and or painting by the Contractor under provisions of the Agreement may have previously been painted with paint containing lead. The Contractor shall strictly adhere to all environmental, health and safety laws and regulations with regard to lead paint.

The plan also shall require compliance with the following general work practices:

- Do not smoke, chew gum, apply cosmetics or consume food and beverages in areas where hazardous materials are being handled.
- Wash hands thoroughly before eating, smoking, or drinking.
- Do not store food in areas where it may come in contact with hazardous materials, including soil and dusts.
- To the extent practical, stay upwind from operations that emit vapors, gases or particulates.
- Clean clothing and footwear upon leaving jobsite and prior to entering any vehicle, mobile equipment, or office.

- Clean vehicle interiors and hand held tools as needed to prevent accumulation of particulates.
- Don gloves when handling soil or hand tools in contact with soil.

The HMSSHASP shall be prepared following the guidelines of the United States Department of Labor, OSHA 29 CFR 1910.

8. Training and Qualifications

The Contractor shall ensure that personnel executing Environmental Services are qualified to perform the services. Contractor and Environmental Subcontractor personnel who work on the Service Property providing Environmental Services must be trained in compliance with applicable regulations as required by OSHA, Cal-OSHA and the EPA.

2.2.L. TRAINING, QUALIFICATION AND PROFICIENCY TESTING

The Contractor, in accordance with JPB standards and Federal and State regulations and standards, shall develop and implement an ongoing comprehensive training and certification program (Training Program) for employees who are providing Services including, but not limited to, all craft and management employees. The Training Program shall be developed for JPB review and approval 90 days prior to the Service Date of the Agreement. Training shall include all Federally-mandated training and those elements required for the performance of duties in addition to specific areas of training for Caltrain operations, including ADA/PNA and system safety training for new hires consistent with current JPB programs. Training courses shall include provisions for refresher training. During Mobilization and throughout the term of the Agreement as part of the Training program, the Contractor shall deliver a schedule for training during a normal operating year, including the Contractor's estimate of staffing hours for each training program, by craft or skill position.

As part of the Training Program, the Contractor, in accordance with applicable collective bargaining agreements and in consultation with the JPB, shall develop, implement and administer an ongoing proficiency testing program for all crafts that ensures that Contractor employees have the knowledge and skills required to safely and competently administer their duties. Testing shall include equipment and procedures unique to Caltrain operations.

All employees shall be trained to the extent necessary to be fully qualified and competent to perform their duties. Those who are identified as being deficient in knowledge or skills shall be required to promptly attend and pass courses of instruction specific to their craft or service area. Employees who refuse or decline training and fail to successfully pass certification tests shall not be allowed to hold a position where such certification is required. The JPB reserves the right as deemed necessary to qualify each employee proposed by the Contractor to perform work. The Contractor shall be required to remove from Caltrain service any Contractor personnel who fails to successfully complete training required in the approved Training Program. The Contractor may reinstate the removed Contractor personnel to Caltrain service once the employee successfully completes the required training. The JPB reserves the right to

request evidence that the Contractor's employees and subcontractors who are providing Services are appropriately trained and certified and have completed appropriate efficiency and competency tests.

The Contractor shall accept previous training and certification of mechanical employees who have been issued training certification indicating that they are a "Qualified Maintenance Person" as required by 49 CFR 238.109. The Contractor shall comply with JPB Training Program standards and shall require that all employees who perform safety-related inspections and tests of passenger equipment are trained, tested and certified in accordance with programs which comply with both 49 CFR 238.109 and current APTA requirements and guidelines.

The Contractor shall meet quarterly with the JPB to review the effectiveness of the approved Training Program. The Contractor shall also provide the JPB with a quarterly training report furnished to the JPB at least two weeks prior to the quarterly training review. The Contractor also shall provide monthly reports to the JPB on performance of efficiency testing as required by 49 CFR 217.

The Contractor is responsible for formulating and coordinating all training activities. The Contractor shall provide training within the JPB's service area, unless prior written approval to hold training elsewhere is provided by the JPB. The Contractor shall schedule training activities so as to not interfere with its provision of services under the Agreement. The Contractor shall provide a schedule of all planned training and upon request shall make available to JPB employees and to third-party contractor personnel any training offered to or by its own personnel who are assigned to work on the Agreement. The Contractor shall provide at least fourteen days notice to the JPB of all training offered to or by the Contractor for its own personnel prior to the beginning of such training.

All training courses developed by the Contractor shall be specific to Caltrain and shall be submitted to the JPB for review and approval. Position titles described in this section and its exhibit may not exactly match the union craft and categories and positions required under the Agreement.

1. Training Courses to be Developed

The Contractor shall develop training courses and proficiency tests consistent with job requirements for the following functions and associated personnel:

- Transportation functions including engineer, conductor, fare inspector, operations/dispatch, public information clerk and customer service agent;
- Maintenance of equipment functions including carman, electrician, machinist, coach cleaner, and foreman;
- Maintenance of way functions including equipment operator, welder, laborer, and foreman;

- Track and signal and communication functions including supervisor, technician, inspector, foreman, maintainer, and signalman, in agreement with the qualifications and requirements contained in Exhibit E;
- Management positions associated with all of the functions listed above, including ICS and performance of efficiency testing; and
- Training, testing, and rules qualification for JPB staff, outside JPB contractors and JPB third-party contractors including all applicable FRA, GCOR, RWP, Test and Maintenance Manual for Railroad Signals, Test and Maintenance Manual for Railroad Communications Systems, and other specialized classes.

2. Training Program Components

The Training Program shall include specific courses for each of the identified functional areas. Training should encompass management, frontline and non-frontline employees, refresher training, new hire training, system safety training and ADA training. Information developed for each course should include a course description, category of personnel required to attend, objectives, curriculum, frequency of training, proficiency required to obtain certification or qualification, and methods for addressing failures or retraining.

Behavior Pattern Recognition (BPR) and general Transit System Security Awareness as developed by National Transit Institute/Department of Transportation shall be included in the Training Program for the appropriate Contractor personnel as directed by the JPB.

2.2.M. CUSTOMER SERVICE

On a schedule to be mutually agreed upon by the JPB and Contractor, the Contractor shall implement the Customer Service programs delineated below.

1. Customer Service Training Program

The Contractor shall develop a customer service training program that addresses customer service issues needing attention by contract employees. As the guideline for this program, a Customer Service Plan shall be developed by the Contractor for JPB review and approval no later than 90 days prior to the Service Date of the Agreement. The plan shall describe the Contractor's strategy for improving the Caltrain customer experience and provide procedures and processes, including:

- Informational Onboard Announcements (Standard and Emergency);
- Bicycle Passenger Assistance;
- ADA Passenger Service;
- Communication/Interaction with Customers and Conflict Resolution;
- Complaint Investigation, Follow-up and Resolution;

- Fare Inspection and Enforcement;
- Station Services and Information;
- First-time Riders;
- Youth and Senior Riders; and
- Special Event Riders.

2. Internal Service Quality Monitoring

The Contractor shall develop, for JPB approval, and implement a management-riding program in which all Contractor managers ride trains, at a frequency specified in the program plan, to evaluate customer service. Contractor transportation managers shall ride as a routine part of their duties. Managers shall use a JPB-approved standardized evaluation form. The supervisory personnel shall evaluate all aspects of customer service related to the onboard experience including but not limited to: fare inspection, PNA/PWD policies and services, station and onboard announcements, train exterior and interior cleanliness, restroom conditions, station cleanliness, onboard and station personnel compliance with approved policies and procedures, and customer service delivery. The goal shall be to evaluate the performance of frontline personnel, the condition of equipment and stations, and the level of customer service being delivered.

3. Lost and Found

The Contractor shall offer responsive, reliable and secure service to Caltrain passengers who leave personal belongings on board a train and shall provide Caltrain customers the ability to report a lost item 24 hours a day and 7 days a week by calling Contractor's dedicated lost and found line. The Contractor shall develop for JPB approval, 30 days prior to the Service Date of the Agreement, a lost and found policy consistent with all applicable State and local agency statutes and requirements pertaining to public agency lost and found policies. The policy shall be implemented coincident with the Service Date of the Agreement.

4. Customer Service Responsibilities at Stations

The Contractor shall provide customer service staff at stations, in accordance with the station staffing requirements identified in Exhibit D, to dispense certain ADA and customer service functions, including, but not limited to:

- Opening and closing of platform doors
- Staffing of lost and found
- Changing signage
- Answering customer questions

- Making local announcements related to platform changes and service disruptions
- Generally providing crowd control and service announcements during emergencies and special events
- Gate checking tickets prior to boarding

5. Services to Bicycle Customers

The Contractor shall permit passengers to bring bicycles on all trains that are equipped with cars designed to handle bicycles in accordance with established JPB policies and SOPs developed by the Contractor. The parties recognize that there may be issues of customer service and on-time performance associated with carriage of high numbers of bicycles and will work collaboratively on the development and implementation of actions to ensure a high-quality service. The Contractor shall provide a management representative to the JPB Bicycle Advisory Committee that meets every two months for the purpose of understanding and reporting on issues relative to customers accessing the system with bicycles.

6. Complaint Investigation, Follow-up and Resolution

The Contractor shall designate a process and personnel sufficient to meet JPB requirements for handling customer comments and complaints. The process and personnel shall be presented for JPB approval with the Customer Service Plan.

The Contractor shall investigate passenger complaints and service-related observations by JPB staff or received by the JPB Customer Service Center and provide a written response within ten business days of receipt of the written complaint. A detailed database of customer correspondence shall be maintained to ensure responses are issued within eight business days, with a goal of responding to ADA complaints within five business days. A quarterly report shall be provided to the JPB. Regular meetings shall be held with management personnel to discuss the information, determine trends and identify and implement corrective actions. Each customer comment shall be thoroughly reviewed and corrective action taken as necessitated by the investigation. As warranted, remedial customer service training shall be provided to employees.

The customer service manager also shall maintain daily communication with trainmasters, station managers and frontline supervision regarding investigation and resolution of customer complaints.

7. Customer Service Improvement Team

The Contractor shall hold monthly meetings chaired by the customer service manager with trainmasters, station managers and frontline supervision to discuss customer concerns, trends, problem areas, ADA issues and the continuous improvement of the internal complaint handling process. The Contractor shall inform the applicable JPB managers of these meetings and arrange for them to attend.

8. Station/Onboard Information Postings

Up to 52 times per year (or weekly), the Contractor shall arrange to post, at all stations and in all railcars, sign and information notices provided by the JPB regarding Caltrain services and programs in order to provide information to customers.

2.2.N. PASSENGERS NEEDING ASSISTANCE AND PASSENGERS WITH DISABILITIES

The Contractor is required to comply with all Federal, State and Caltrain rules applicable to assisting PNAs or PWDs. All crew members are responsible for complying with the rules, including boarding and detrainning passengers, use of manual and mechanical lifts, coordination with the CCF and the treatment of service animals. Train crews must be alert to any radio communication from the Engineer or other employees regarding assistance requirements or requests.

1. Conductor Responsibilities with regard to PNAs/PWDs

Each Caltrain consist is equipped with at least one accessible car. Conductors must keep appropriate areas in those cars clear for PNA/PWD use and must be aware of and apply all fare policies with regard to PNAs/PWDs. Conductors must ask able bodied patrons to vacate the priority seating areas of the train.

Conductors must interview and provide assistance to customers waiting in Boarding Assistance areas, on the PNA blue bench, or on the mini high accessible ramps on platforms. Conductors must advise the CCF and other crew members of the destination and type of assistance required by PNAs, once on board. Conductors must be trained in the safe operation and troubleshooting of all onboard mechanical and manual platform lifts and must provide reasonable assistance to PNAs in the boarding and detrainning process and use good judgment in doing so.

The Contractor is required to provide a daily report on the status of elevators and escalators at JPB stations to be included as part of the Daily Operations Report. Additionally, conductors are responsible for reporting all elevator failures to the CCF and complying with all alternative instructions related to accommodating passengers. The following stations are equipped with elevators for ADA compliance:

- Bayshore (2)
- San Bruno (2) - when new station is completed
- Millbrae (2)
- San Mateo (2)
- Belmont (1)
- San Jose Diridon (1)
- Tamien (1)

Conductors must report all delays associated with the accommodation of PNAs to the CCF. Any boarding denials or other problems related to persons with disabilities must be reported to a transportation manager as soon as possible.

2. Engineer Responsibilities with regard to PNAs/PWDs

Engineers will spot the head end of the train at the appropriate “SPOT CAB” sign on platforms, so as to ensure proper boarding of PNAs/PWDs.

3. Customer Service Agent Responsibilities

A Customer Service Agent (CSA) or other available Contractor personnel will be responsible for safely transporting PNAs between platforms at San Jose Diridon Station. This will be accomplished using an electric cart provided at the station.

2.2.O. REQUIRED REPORTS AND NOTIFICATIONS

The Contractor shall submit the required reports and notifications to the JPB according to the frequencies specified below. The Contractor shall submit report formats to the JPB for approval in a timeframe mutually agreeable to the Contractor and JPB. Reports shall be in printed and electronic formats.

1. Annually

- a. By August 1 for the previous Fiscal Year:

Report of inventory of all JPB-provided materials, materials purchased by the Contractor, and spare parts priced at actual costs; fixed assets held by or under the control of the Contractor with values that exceed \$500; and complete description and explanation of required inventory adjustments in excess of \$5,000.

- b. By November 30, an annual Bridge Inspection Report, in accordance with FRA requirements. The Contractor shall complete the annual bridge inspection by no later than September 30 of each year.
- c. By February 15, an annual report of Contractor’s Drug and Alcohol 219 program.
- d. By March 10, summary report of system-wide ridership count including on-off passenger counts by station and by train for seven consecutive days in late January (annual survey dates to be determined by the JPB). Summaries also shall be provided in required electronic format.
- e. Within 10 days of the completion of the annual internal safety audit, summary report of findings with a remedial action plan.

2. Semi-annually

On January 1 and July 1:

- a. Report of the highway vehicles used by the Contractor. Such record shall

include the following information:

- Description of vehicle(s), including make and model;
 - Vehicle Identification Number (VIN);
 - License Plate Number;
 - Cost of each vehicle;
 - Ownership (owned or leased, Contractor or JPB);
 - Insurance status, including explanation of those not insured;
 - Location of vehicle;
 - Acquisition date;
 - Estimated useful life;
 - Department assigned;
 - Driver assigned;
 - Disposition date; and
 - Vehicles added to or deleted from the fleet over the last six months.
- b. Report of the Maintenance of Way Equipment, either owned or leased by the Contractor or JPB, used by the Contractor in performance of the work by type, equipment identification number, and owned or leased status.

3. Quarterly

Within 20 calendar days of the end of each quarter:

- Training report, including specific programs, person-hours, and employee performance issues addressed.
- Report containing results of the Drug and Alcohol 219 program.

4. Monthly

a. Within 20 calendar days of end of the prior month:

1. Statement of expenditures for the previous month and year-to-date vs. budget, including supporting documentation for expenditures. This report shall document expenditures vs. budget for each functional area/department (e.g., General and Administrative, Train Operations, Maintenance of Rail Lines, Maintenance of Equipment, etc.) and for each major category of

expense (i.e., labor, materials, purchased services and other). The report shall include a variance analysis section which describes the reasons for any significant variances from budget (either positive or negative) and any corrective actions proposed by the Contractor to eliminate negative (unfavorable) variances. Underlying documentation furnished with this statement shall include all information necessary to substantiate Contractor's costs including, without limitation, total system and cost center charges, by account, General Ledger Journals, material issues, equipment rental schedules and charges, and monthly hours/earnings records.

2. Material control information, by storehouse and stockpile location, together with supporting documentation as follows:
 - Billable and non-billable material charges;
 - Summary of transactions and beginning and ending perpetual inventory balances;
 - List of Detail Issues;
 - List of Detail Adjustments; and
 - List of Detail Receipts.
3. Material usage and scrap sales reports.
4. Additional Services statement of expenditures for the previous month and project-to-date vs. budget, including supporting documentation for expenditures. This report shall document expenditures vs. project budget for each major category of expense (i.e., labor, materials, purchased services and other). Underlying documentation furnished with this statement shall include all information necessary to substantiate Contractor's costs including, without limitation, material issues, equipment rental schedules and charges, and monthly hours/earnings records.
5. Additional Services - Cost Tracking Report, including the following information for each Work Directive:
 - Description of every open Work Directive;
 - Costs incurred during the most recent billing period;
 - Total costs incurred to date;
 - Not-to-exceed maximum (if any); and
 - Estimated cost to complete.

There shall be separate, though similar, reports for Construction Support and Operations Support.

6. Additional Services - Employee Utilization Report, including the following information for each Work Directive requested:
 - Number of employee-days worked for each of the preceding three billing periods;
 - Estimate of the number of employee-days that will be necessary over the next six billing periods to complete the existing and planned work; and
 - List of all employees (including those from subcontractors) that are performing work, the number of employees that worked nine hours or more during the most recent billing period, a list of Work Directives with the number of employee-work days where an employee worked nine or more hours during the most recent billing period, and the total number of employee-days worked to date.
 7. Additional Services - Materials Usage Report including detail of all materials used in execution of the Work Directive, the source of the material, the date material was incorporated within the railroad system, the location where the materials were installed, and the contractor that installed the material.
 8. Additional Services - Equipment Report, including list of all equipment and vehicles and the hours worked and on standby for each project.
- b. Within 10 calendar days of end of prior month:
1. Completed maintenance by equipment number, showing:
 - Wheels trued and changed during month
 - Major components changed out during month
 - Significant maintenance activity, including extraordinary material usage or component failure
 2. Anticipated maintenance for coming month by equipment number, showing:
 - Wheels to be trued and changed
 - Major components to be changed out
 3. Preventative maintenance for next 12 months and 4-year Clean Oil Test and Stencil (COT&S) Program by equipment number, showing:
 - Wheels to be trued and changed
 - Major components to be changed out

4. Equipment history file by equipment number, compiling:
 - Past repairs over last 12 months
 - Anticipated and preventative repairs for next month, next 12 months and 4-year COT&S Program
5. Report of the CEMOF maintenance performed for the previous month's completed maintenance on the facility and for the next month's maintenance that is scheduled.
6. Report of maintenance tasks performed at all stations for the previous month, categorized by type of activity and by station location, and including level of effort (in hours) expended on each activity and station and updates on pending work tasks and larger projects.
7. A rail, ballast, tie and switch tie installation report detailing the quantity of rail and ballast installed, the number of wood or concrete crossties installed, the number of switch ties installed, size, milepost to the nearest tenth mile, and track designation.
8. A statement describing the material usage by project control number, material ownership (Contractor, JPB or third party), and material class.
9. Engineering/maintenance work performed during the past month and planned for the next month, including comparisons of planned production vs. actual.
10. Curve Lubricator Report.
11. Updates to SOGR data base.
12. In-service rail failures by location, failure type, rail size, and disposition/remediation.
13. Vegetation removal report (upon request).
14. Fencing repairs.
15. On track equipment maintenance records.
16. Record of FRA signal tests performed.
17. Report of replacement or repair of right of way signage.
18. Summary of right of way cleanup activities, including special cleanup projects, identification of new problem areas, etc.
19. Surfacing report, which accurately records by milepost and lineal foot the track footage tamped, regulated, and stabilized from records compiled on a daily basis. The report also shall include equipment hour readings, any down time due to equipment breakdowns, the rail temperature at time of surfacing,

and amount of raise.

20. Report on the performance of the employee efficiency testing program including information on distribution and type of tests, as well as failures.
 21. On-time performance and rolling stock availability.
 22. Complaint Report (from consumer reports received during month).
 23. Fare Inspection Activity Summary report of onboard fare instrument inspections, inspection rates, number of warnings and citations issued, inspection-related incidents, etc. in a format to be agreed upon between the parties.
 24. Counts of PNA/PWD boardings, including summaries by origin/destination stations.
 25. Injuries and fatalities (passenger, employee and third party, including copies of FRA-required reports).
 26. Employee Injury Statistics Report, including Federal Employers' Liability Act (FELA) or worker's compensation claims filed/paid, the number of FRA reportable employee injuries per 200,000 person hours worked, organized by department (Operations, Maintenance of Equipment, Maintenance of Way, etc.), and trend analysis and recommendations for continuous improvement.
 27. Report of damage, by accident, vandalism or whatever reason, to any property used in providing the Services where such damage exceeds \$500.
 28. Monthly Miles and Hours Report, including separately identifying and summarizing statistics for scheduled vs. special service trains.
 29. Summary report of customer complaints, compliments, comments and correspondence. The report shall include train number, date of incident, type of comment (such as ADA, announcement, fare inspection, rude employees, etc.), location (if at a station), whether resolved or not, and length of time to resolve.
- c. Within 5 business days of the end of the prior month:
- Bicycle locker report listing total number of storage units by station location and the number of units leased, damaged, held for emergency use and available for lease.
- d. Within 5 days of the date of inspection:
- Report of the joint equipment maintenance inspection team signed by all participants.

- e. Within three days of the date of inspection:

Report of the monthly facilities and stations inspections.

5. Weekly

- a. By the following Monday:

- Track Trouble Log
- Signal Trouble Log

- b. By Monday for current week:

Work schedule to conform with SSWP requirements.

6. Daily

- a. By next day at 7:00 a.m.:

The Contractor shall provide a Daily Operations Report summarizing the following:

- Prior day's train operations (on-time performance)
- Delays (including estimated repair/opening times)
- Fleet status (including estimated repair/opening times, bad orders)
- Mainline track status (including estimated repair/opening times)
- Communications and signal trouble reports
- Facility status (including estimated repair/opening times)
- Station status
- Slow orders
- Special event activity
- Elevator status
- Incidents of any denied wheelchair boardings, including stations and reasons for denial
- Employee or passenger injuries
- Details of any accidents, incidents, or unusual occurrences during the previous service day

- Staff utilization that details exceptions to agreed upon staffing levels for all assignments of Train and Engine crews, transportation managers, customer service agents, and dispatching center personnel

This report shall be sent electronically to JPB departments and individuals designated by the JPB.

7. Upon Request

- a. By next day at 5:00 p.m.:
 - Copies of Contractor-maintained "Trouble Log" reports which document any and all known unusual occurrences on the Caltrain system, including results of Contractor follow-up and closeout
 - Accident/Incident reports status
 - Post-incident employee statements
 - Contractor's standard maintenance of equipment conditions, inspection, and test reports
 - Any report capable of being generated by ROCS
- b. Within two weeks of receipt of request:
 - Report on internal service quality monitoring, including identifying trends and areas for improvement in onboard services and the customer experience.
 - Report of all active bike locker tenants by location and locker number.

8. Event Reports

Those event reports specified below requiring "Immediate Notification" shall be furnished within two hours of incident.

- a. Personal Injuries, Death, Occupational Illness, Loss of Consciousness, Use of Drugs or Alcohol

This category includes JPB, Contractor and JPB contractor employees; rail passengers; general public at grade crossings; and trespassers. Occupational illness includes inhalation, absorption, ingestion, direct contact, hearing loss, poisonous plants, sunstroke, bites from animals, insects or snakes, etc.

Immediate Notification (followed by complete record of all reports and correspondence within 24 hours):

- Death
- Injuries to employees, the general public, passengers, trespassers, or any other person on Caltrain property

- Assault with knives, firearms
- Occupational illness
- Loss of consciousness
- Alcohol and drug use

b. Property Damage

This category includes damage to JPB property or damage to property of others, whether it is on or off JPB property if the JPB, Contractor or JPB contractors are involved.

1. Immediate Notification (followed by complete record of all reports and correspondence within 48 hours)

FRA-reportable damage

2. Reporting Within 24 Hours (followed by complete record of all reports and correspondence within five days)

Damage which is not FRA-reportable

c. Theft

This category includes any theft or loss of JPB property or monies held by the Contractor.

Immediate Notification (followed by complete record of all reports and correspondence within 48 hours).

d. Other Incidents/Events

1. Major (Immediate Notification followed by complete record of all reports and correspondence within 24 hours)

- Fire
- Explosion/detonation
- Rupture
- Any incident with possible environmental impacts, such as diesel fuel spills, illegal disposal of hazardous material on Caltrain property, and spills from rail cars
- Flooding/washout
- Any accidents or incidents in connection with the Contractor or its subcontractors or JPB contractors, including incidents involving on-track

equipment or off-track vehicles

- Earthquake with property damage or injury
 - Bomb threats
 - Violation of operating or safety rules
 - Any “false clear” signals
2. FRA, CPUC or OSHA (Immediate Notification followed by complete record of all reports and correspondence within 48 hours)
 - FRA, CPUC or OSHA violations
 - FRA, CPUC or OSHA visits
 3. Minor (to be reported within 24 hours)
 - Expulsion of a trespasser from right of way
 - Noise complaints by the public
 - Earthquake action with no property damage or injury

At a minimum, all incidents listed above shall be reported to the JPB as part of the daily log, as soon as the Contractor becomes aware of them.

e. Hazard of Accident

A Hazard of Accident is an incident where no injuries, death or property damage occurs but where a human, mechanical, signal or other malfunction creates a condition that could result in an accident. Hazards of Accident shall be reported immediately, with copies to designated JPB personnel.

f. Railroad Disruption

The Contractor shall conduct a debrief/critique of all railroad incidents with the JPB within 48 hours of a Railroad Disruption.

A Railroad Disruption is an incident involving first responders, the removal of any track from service, or annulment or termination of a train. Additionally, the JPB reserves the right to, at its discretion, request a debrief of any other Caltrain incident.

The Contractor shall utilize JPB-approved forms in such debriefs, with results being maintained in the CCF. JPB transportation and safety personnel will participate in these debriefs.

g. Rail Line Maintenance Events

- Within 24 hours, report defects indicated in a FRA or CPUC inspection and all rail failures, defects, replacements, thermite welds, and weld failures.
- Within 48 hours, report defect remedial action.
- Upon completion of ultrasonic detector car rail tests, report results.
- Daily reports of Ultrasonic rail detectors.
- Upon correction or following business day, report remedial action as results from Ultrasonic tests.
- Within one business day of testing or receiving testing results, report thermite weld tests. Immediately report any failures.
- Prior to start of spray program, report on the use of chemicals for vegetation control.
- Within seven calendar days of test completion, report results of track geometry test by exception and in total and an estimated correction date of deviations from maintenance standards. Immediately upon correction, report corrections of track geometry deviations.
- Upon the completion of inspection of bridges or fencing, report results within 14 days of completion, detailing deficiencies noted and plans and schedule for repair, if appropriate.
- Upon the completion of inspection of fencing, report results.

2.2.P. PERFORMANCE STANDARDS AND ASSESSMENTS

Assessment provisions for failure to perform to Agreement Standards or correct noted defects or failures apply to JPB requirements specified in sections noted below. The JPB shall give notice to the Contractor of Agreement performance failures or defects in writing. All written notices by the JPB shall include:

- Reference to specific Agreement Standards;
- Nature of specific failure or defect; and
- Such other information in the possession of the JPB which may assist the Contractor in verifying or correcting noted failure or defect.

Performance defects and failures will result in imposition of the assessments provided for, unless expressly waived or modified by the JPB due to extenuating circumstances beyond the reasonable control of the Contractor. Applicable assessments shall be deducted from Contractor's monthly compensation otherwise due under the Agreement.

1. Mobilization, Transition and Start-Up

In the event that the Contractor fails to complete Mobilization, Transition and Start-up within the approved schedule, the Contractor shall be subject to an assessment of \$750,000 for each month, including any portions of a month, that completion of such activities is delayed.

The Contractor may be granted an extension of time and not be assessed for delays caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed by the JPB to be beyond the reasonable control of the Contractor, provided the Contractor notifies the JPB in writing of the causes of delay within five calendar days from the beginning of any such delay. The JPB shall ascertain the nature of the delay and determine whether an extension of time is warranted, which determination shall be final and conclusive. The Contractor has the burden of proof that the delay was beyond its control.

2. Train Operation, Crews and Performance

- a. Any en-route equipment failures of the same component repaired or replaced within three business days of such repair/replacement, shall be subject to an assessment of \$2,500 per failure, unless waived by the JPB due to circumstances beyond the control of the Contractor.
- b. Trains annulled or terminated shall be subject to an assessment of \$2,500 per occurrence. Train annulments initiated by the Contractor for sound operational reasons (e.g., those owing to delays in the Gilroy-San Jose segment, or those initiated to recover service from major service disruptions) may receive relief from these assessments, subject to review and approval by the JPB.
- c. In the event of a dispute over train performance or assessment, the JPB and Contractor will meet in a good-faith effort to resolve the issues.

3. Safety

The Contractor shall be subject to the following assessments related to Safety:

- For failure to comply with the provisions of Roadway Worker Protection, the assessment is \$1,000 per incident and \$1,000 per day of non-compliance.
- For failure to comply with the requirements for Employee Safety, the assessment is \$1,000 per incident or failure.

4. Preventable Accidents or Incidents

The Contractor shall be subject to an assessment for accidents based on determination of responsibility. Should the Contractor, upon results of the standard or proscribed investigations therefore, be determined to be responsible for a preventable accident or incident, the Contractor shall be subject to an assessment of \$25,000 per each accident or incident.

Preventable accidents or incidents, for the purposes hereof, are defined to be those resulting from mistakes, rules violations, inadequate training or errors in judgment which are associated with a moving train or on-track vehicle of any type, or with the release or spill of hazardous materials, hazard of accident included, of a severity for which the employee involved would be removed from service pending the results of a formal investigation. 49 CFR 225.19 shall be used as a guideline in determining the severity of an accident or incident.

Any assessment under this provision shall be in addition to any other responsibility of the Contractor under the Agreement, including but not limited to, the duty of Contractor to indemnify and defend the JPB and Contractor's duty to comply with all applicable laws and regulations.

5. Passengers Needing Assistance and Passengers With Disabilities

Verifiable incidents of failure to adhere to the rules and standards for assisting Passengers Needing Assistance and Passengers With Disabilities shall be subject to assessment of \$1,000 per failure incident, unless expressly waived by the JPB owing to circumstances beyond the reasonable control of the Contractor.

6. Required Reports and Notifications

Notifications due immediately and not furnished within two hours of incident shall be subject to an assessment of \$1,000 per incident. Notifications due immediately include:

- a. Death
- b. Injuries to employees, the general public, passengers, trespassers, or any other person on Caltrain property
- c. Assault
- d. Occupational illness
- e. Loss of consciousness
- f. Alcohol and drug use
- g. FRA-reportable property damage
- h. Theft
- i. FRA, CPUC or OSHA violations
- j. FRA, CPUC or OSHA visits
- k. Major Incidents/Events:
 - Fire

- Explosion/detonation
- Rupture
- Any incident with possible environmental impacts, such as diesel fuel spills, illegal disposal of hazardous material on Caltrain property, and spills from rail cars
- Flooding/washout
- Any accidents or incidents in connection with the Contractor or its subcontractors or JPB contractors, including incidents involving on-track equipment or off-track vehicles
- Earthquake with property damage or injury
- Bomb threats
- Violation of operating or safety rules
- Any "false clear" signals

7. On-Call Additional Services Issued under Work Directives

Failure of flagmen, signalmen, Work Train crew or other construction support personnel to report for duty at the designated time and location shall be subject to an assessment of \$1,000 per incident.

2.2.Q. ANNUAL BUDGET PROCESS

1. Preparation of Annual Budget

a. Preparation of Preliminary Service Plan

Prior to December 15 of each year during the term of the Agreement, the JPB shall prepare and submit to the Contractor a preliminary service plan, which shall include a detailed description of the Services the JPB expects the Contractor to provide in the next Fiscal Year, and will form the basis for an approved budget. It is recognized that said service plan will represent JPB staff recommendations which will be subject to subsequent review and approval by the JPB before a definitive service plan for the next Fiscal Year can be relied upon by the Contractor.

b. Preparation of Proposed Operating Budget

No later than January 31 of each year during the term of the Agreement, the Contractor shall prepare and submit to the JPB a proposed operating budget for provision of the Services described in the preliminary service plan for the next Fiscal Year. The proposed budget shall reflect actual operations, expense levels, and levels of Services during the then current Fiscal Year, except as

modified by the service plan for the coming Fiscal Year. The proposed budget submission shall:

- Be consistent with the preliminary service plan;
- Specify the number of personnel, both management and non-management, including a list of all positions whose time will be chargeable directly during the coming Fiscal Year;
- Specify all elements of compensation;
- Specify the assumptions used in developing the proposed budget; and
- Identify and explain variances in the Contractor's proposed budget from the schedule of financial proposal forms submitted by the Contractor in conjunction with the RFP process that resulted in the award of the Agreement, and variances in the Contractor's proposed budget from the prior Fiscal Year, if applicable.

c. Preparation of Capital Budget

In addition to the Contractor's proposed operating budget, the Contractor shall also submit by January 15, a list of the Contractor's recommendations for procurements, renovations and other maintenance work for equipment and facilities utilized in the provision of the Services which is beyond the scope of the routine maintenance covered by the Agreement and estimates of costs associated with such projects. All projects are subject to JPB approval.

d. JPB Review of Proposed Operating Budget

By no later than February 28 of each year, the JPB shall present to the Contractor comments on the proposed budget submission which shall specify the line items or supporting documentation, if any, to which the JPB objects, and the basis for each objection.

e. Operating Budget Approval

The JPB and Contractor shall promptly negotiate with respect to any line items to which JPB objects and shall complete the negotiation process by no later than March 31 of each year. The JPB shall submit the proposed budget to its Board and receive approval by June 15. In some cases it may be necessary to continue negotiations beyond the March 31 deadline in order to consider service scenarios and balance a budget that can be funded by the JPB.

f. Operations without a Budget

If the Contractor and JPB are unable to agree on, or obtain approval of, a budget by the beginning of the next Fiscal Year under circumstances in which no change in the level of train service is directed and implemented, the JPB shall make payments to the Contractor pending completion of the negotiations and approval process which are equal to the average monthly payments made during the

Fiscal Year just completed. If the Contractor and JPB are unable to agree on a budget by the beginning of the next Fiscal Year under circumstances in which the service plan contemplates a change in the level of service and the JPB has directed the Contractor to implement same, the JPB shall make payments to the Contractor based upon the Fiscal Year just completed, plus a reasonable adjustment amount for any service changes, as determined by the JPB. However, if the parties cannot reach agreement on a budget within 90 days after the start of the Fiscal Year, the JPB shall make a unilateral decision about the budget amount. Any appeal from the unilateral decision shall be resolved pursuant to the Claims and Disputes section of the Agreement.

2. Monitoring Adherence to the Approved Budget

The Contractor shall include with its monthly invoice to the JPB a statement, in a format subject to approval by the JPB, showing its costs for Services during that month in comparison with the Approved Budget amount for that month and for the Fiscal Year to date, along with an explanation of the reasons for the variance, if any, and of the actions the Contractor will take, subject to JPB approval, to bring any continuing variance back into conformity with the Approved Budget. The Contractor shall include with its statement of monthly costs the Contractor's internal cost center or other functional accounting reports and a copy of its general ledger entries for the month.

3. Budget Amendments for Unforeseen Circumstances

By January 20 of each year, the Contractor shall provide to the JPB a forecast of expected, actual expenses and variances from the Approved Budget for the remainder of that Fiscal Year. If forecast variances from the Approved Budget derive from the occurrence of events which were not reasonably foreseeable by and within the reasonable control of the Contractor (e.g., storm damage, utility cost "spikes," major vandalism, etc.), the parties shall negotiate amendments to the Approved Budget for that Fiscal Year to reflect those changes, if said variances will cause costs to exceed the Approved Budget.

4. Costs in Excess of the Approved Budget

If at any time during the Fiscal Year while monitoring progress and budget adherence the Contractor reasonably believes that the actual total Direct Costs plus corresponding General and Administrative Overhead costs charged by the Contractor in the Fiscal Year will exceed the corresponding total budgeted amounts in the Approved Budget, the Contractor shall notify the JPB of the estimated amount of the potential overrun of costs. The Contractor also shall recommend to the JPB corrective measures, including position freezes, cost savings/cuts, and JPB approval of purchases, which will enable annual costs to stay within budget as required by the JPB. Except in an emergency, unauthorized costs incurred over the Approved Budget shall not be reimbursed unless prior-approved in writing by the JPB. In no event will the Performance Fee be increased based on any overrun in Direct Costs and corresponding General and Administrative Overhead costs.

The Contractor shall have no liability for any overruns to the Approved Budget to the extent the Contractor follows the procedures for overrun notification and approval

outlined in this section or the Contractor can reasonably demonstrate that such overruns were the result of budget assumptions as to utilization of personnel and equipment (including rolling stock, vehicles, or Maintenance of Way work equipment) on JPB Construction Support services which were dictated by the JPB. However, notwithstanding the indemnity obligations of the JPB set forth in the Agreement, the JPB shall have no obligation for payment of such costs should the overrun be due to the unapproved actions or inactivity of the Contractor.

2.2.R. PERFORMANCE FEE PROGRAM

The JPB will collaborate with the Contractor to safely and cost-effectively manage and deliver all of the components of the Scope of Services with a high degree of quality and customer service. These components include: the dispatch and operation of the railroad; the maintenance of all Service Equipment and Service Property including track, structures, signals, stations and all related facilities; and the provision of On-call Additional Services. In order to encourage the Contractor to perform in the areas that are of highest importance and criticality, the JPB has provided the basic structure for a Performance Fee program that it believes will achieve this goal.

1. Performance Fee Structure

The Performance Fee structure contains metrics that are weighted to emphasize areas that are of the highest importance to the JPB. The metrics are outcome-based, clear and measurable. The structure allows for qualitative assessment in areas that are not conducive to quantitative assessment. Many of the areas of emphasis described below are interdependent, which is by design, and reflects the interdependencies of all functions in the Caltrain operating environment.

2. Performance Fee Metrics

The JPB expects the following areas of measurement to form the basis of the Contractor's Performance Fee Program.

a. Business Management, Cost Control and Staffing (35 points)

This metric is the highest weighted area and includes an evaluation of the delivery and implementation of management deliverables, including but not limited to required plans, reports, submittals, and notifications in a complete and timely manner that is in conformance and compliance with the terms of the Agreement. This area also will reflect the degree to which subcontracts have been successfully managed. With respect to cost control, this metric measures the Contractor's ability to accurately project budgets, control costs and implement programs that promote cost savings and efficiency.

This area also measures adequacy and quality of overall staffing levels and staff retention. Attention will be paid to vacancy rates and retention levels for management, supervisory, and Critical Skill Positions. Of key importance is minimizing the time that positions, particularly Critical Skill Positions, remain vacant.

Performance that receives the highest level of Performance Fee in the business

management and cost control category will have the highest rankings from JPB management in terms of quality of service and product, completeness, timeliness of reports submittals and notifications and Contractor management performance that motivates staff of all levels to deliver a safe and high-quality service.

Performance that receives the highest level of Performance Fee in the staffing category will closely control staffing levels such that all service is operated in the manner described by the Agreement and will maximize the retention of well-qualified individuals at all levels of craft and management and fill vacancies in an expeditious manner.

b. Safety Measures (20 points)

Safety is a major priority for Caltrain, which has a long and successful safety record owing to the quality of its training programs and vigilance in managing the service. The fee for safety measures will be earned based on the Caltrain standard of injuries per 200,000 hours worked and number of FRA-reportable incidents/accidents and rule violations.

Safety performance of the highest level will receive the highest Performance Fee. There is an expectation that there will be no rule violations, and there will be no fee earned for this category for any quarter during which a FRA rule violation occurs.

c. On-time Performance (15 points)

Caltrain customers have a high expectation for reliability and on-time performance (OTP). Ridership and resulting revenue is driven by Caltrain's consistently high OTP, which is measured according to adherence to the public timetable. The JPB standard for OTP is measured as being within 5 minutes of the scheduled arrival/departure time at time-designated time points.

d. Customer Service (10 points)

Customer service is to be measured by an onboard survey to be administered on a semi-annual basis. The survey measures cleanliness of the onboard environment and the station environment, the availability of information in all forms and the treatment of customers by all Contractor frontline personnel including Conductors, Fare Inspectors, Ticket agents and all others that they may encounter. The survey typically is comprised of multiple questions and the results are tabulated into a composite score ranging from 1-5.

Another measure of customer service is the number of complaints received by the JPB and the Contractor related to customer interactions.

e. Equipment-Related Delays (10 points)

The Contractor shall manage the deployment and maintenance of the existing Caltrain fleet so as to minimize delays due to mechanical issues to the highest degree possible.

f. Track-Related Delays (5 points)

The Contractor shall maintain the track and structure infrastructure in a manner that is compliant with all regulations and further maximizes customer ride quality consistent with all related requirements of the Agreement.

g. Communications and Signal-Related Delays (5 points)

The Contractor shall maintain the communications and signal infrastructure in compliance with all regulations at a level of high availability that allows the service to operate with high reliability consistent with all related requirements of the Agreement.

2.2.S. ON-CALL ADDITIONAL SERVICES ISSUED UNDER WORK DIRECTIVES

On-Call Additional Services (Additional Services) may include but are not limited to the provision of labor, materials, equipment and other services necessary to provide Caltrain services or maintain Service Property and Service Equipment in a State of Good Repair. Services may be known and planned for in advance as part of the JPB's long and short-term improvement plan or may arise from an urgent need that cannot be delayed.

Additional Services will be requested by the JPB in the form of a Work Directive. Such services whether performed by the Contractor or subcontractor shall follow the JPB's Work Directive process set forth below. The JPB will regularly meet to discuss pending and anticipated Work Directives. The terms and conditions of the Agreement apply to each Work Directive which will also contain specific requirements pursuant to requested Additional Services. A designated JPB representative will act as the Project Manager for the duration of each Work Directive.

Any work performed by the Contractor prior to receipt of a Work Directive issued by the JPB shall be considered as unauthorized work, and the Contractor shall not be entitled to compensation for said services. In an urgent situation, the JPB may issue a written order to the Contractor prior to actual receipt of a Work Directive. In those cases, the JPB will, as soon as practicable, issue a Work Directive for the ordered work.

The JPB reserves all rights to perform any and all of the work with its own forces or with other contractors retained by the JPB or third parties. The Contractor shall fully cooperate with such other forces to the end that any delay or hindrance to their work will be avoided. The suspension of work or termination of a Work Directive shall be governed by Section 22 of the Agreement.

The JPB reserves the right to modify the Work Directive process throughout the term of the Agreement. The Contractor shall be provided with further details of the Work Directive process during the mobilization period of the Agreement.

1. Work Directive Process

The JPB shall issue a Work Directive Proposal Request (WDPR) to the Contractor which may include plans, specifications, and estimates of various quantities of work to be performed or materials to be furnished by either the JPB or Contractor, and a list of deliverables to be supplied by the Contractor. The WDPR will outline the

desired timeline for the work to be completed, if known, or request a schedule and estimated milestones for the period of performance from the Contractor. The JPB may require the Contractor to prepare submittals or work plans, which shall indicate the Contractor's planned method for fulfilling the terms of the WDPR. Said submittals or work plans shall be subject to the JPB's approval prior to the Contractor's commencement of work.

If a WDPR contains insufficient or incomplete detail, the Contractor shall ask for clarification from the JPB of any such needed detail as directed in the WDPR. If clarification is not or cannot be provided in a timely manner, the Contractor is to follow the best general practice and is to use only materials and workmanship of the first quality. Before submittal of a Work Directive Proposal, the Contractor shall carefully examine the WDPR including any plans or specifications referenced therein, as well as the site of the work contemplated.

The WDPR will state the length of time the Contractor has to respond to the JPB with a proposal for the work. This proposal also will contain details including, but not limited to, a cost estimate for the work, the amount of hours and a schedule to perform the services, the resources to be deployed, the Contractor's approach to performing the work, and a proposed Fixed Fee rate. Upon receipt of the proposal the JPB shall evaluate it and confer with the Contractor as necessary until the JPB is satisfied that the work will be completed as requested. The JPB may request the Contractor to submit a revised proposal.

In the event the parties are unable to agree upon the estimated costs of the Additional Services within 30 days after the proposal is received by the JPB, the Contractor shall, at the direction and approval of the JPB, promptly proceed to implement the Additional Services pursuant to the JPB's final cost determination for the Additional Services, which determination may be submitted to a dispute resolution process. The Contractor shall not be required to perform any Additional Services which are outside the scope of the Work Directive Proposal or for which the Contractor is incapable of obtaining adequate resources to perform the work after demonstrating diligent and reasonable efforts to do so. Any dispute resolution decision shall apply retroactively to the date on which the change was implemented. In the event the JPB requests major permanent increases or reductions in the services provided (or a combination of increases and reductions), the parties shall jointly evaluate ways in which the Contractor's resources can be redeployed to assure an efficient change in the services provided.

The JPB shall issue a Work Directive to the Contractor that contains details of the services or materials to be provided. The Contractor's commencement of work shall be conclusive evidence that the Contractor has investigated and is satisfied as to the site conditions to be encountered, the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and the requirements of the Work Directive.

2. Compensation

The Contractor shall be compensated for each Work Directive pursuant to the terms of Section 7, Compensation, of the Agreement. During the progress of each Work

Directive, the Contractor shall carefully monitor its incurred costs in the performance of the work, shall keep full and complete records of such costs and shall submit those records to the JPB on a monthly basis as set forth in Section 8, Manner of Payment, of the Agreement.

3. Progress of Work

The Contractor shall submit to the JPB within the time specified in the Work Directive a practicable progress schedule for the Contractor's work. If the Work Directive does not specify, the Contractor shall still submit a progress schedule no later than 20 days of the issuance of the Work Directive. In the event of significant changes, from whatever cause, to the Contractor's work during the performance of the work, the JPB may request the Contractor to revise the progress schedule to reflect the current plan for the work.

The Contractor's progress schedules shall be prepared by using critical path method software. Schedules shall show the order in which the Contractor proposes to carry out the work, the dates on which the significant features of the work will start (including procurement of materials and equipment), and the anticipated dates for completing those significant features.

The Contractor shall perform its work so as to not cause delays to work performed on JPB's construction and third-party projects. The Contractor shall take immediate and appropriate steps to remedy delay to the satisfaction of the JPB.

During the progress of each Additional Services project, the Contractor shall notify the designated JPB personnel when the project expenses it expects to incur under the Work Directive within the next 15 days, when added to all costs previously incurred, will exceed 80% of the authorized amount indicated in the Work Directive. Except in an emergency, unauthorized expenses incurred over the authorized amount shall not be reimbursed unless prior-approved in writing by the JPB. An approved, amended Work Directive with new cost estimate shall be required in order to increase the authorized project amount for any Additional Services project.

The Contractor will be granted an extension of time for any portion of the delay in completion of the work if the delay was not within the control of the Contractor (e.g., caused by acts of God or of the public enemy, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargoes, changes in scope, etc.) provided that the Contractor shall have first notified the JPB in writing of the causes of delay within 15 days from the beginning of that delay.

No extension of time will be granted for any delay caused by a shortage of materials unless the Contractor furnishes to the JPB documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations.

4. Substitutions for Equipment

The Contractor may request, in writing, permission from the JPB to use equipment of a different size or type in place of the equipment specified in a Work Directive. Before granting the request, the JPB may require the Contractor to furnish, at the Contractor's expense, evidence satisfactory that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified and at a reasonable cost. Permission to use alternative equipment in place of equipment specified will only be granted where the equipment is new or improved and its use is to be in furtherance of the purposes of this section.

If permission is granted, it shall be understood that the permission is granted for the purpose of testing the quality of work actually produced by the equipment and is subject to continuous attainment of results which, in the opinion of the JPB, are equal to, or better than, that which can be obtained with the equipment specified. The JPB shall have the right to withdraw permission at any time that the alternative equipment is not producing work that is equal, in all respects, to that which can be produced by the equipment specified. Upon withdrawal of permission, the Contractor will be required to use the equipment originally specified and shall remove and dispose of or otherwise remedy, at the Contractor's expense, any defective or unsatisfactory work produced with the alternative equipment.

Neither the JPB nor Contractor shall have any claim against the other for either the withholding or the granting of permission to use alternative equipment, or for the withdrawal of the permission.

5. Contractor-furnished Materials

Only materials conforming to the requirements of the Work Directive shall be incorporated in the work. The materials furnished and incorporated in the work shall be new, except as may be provided in the Work Directive. The materials shall be manufactured, handled, and used in a workmanlike manner to ensure that the work is completed in accordance with the terms of the Work Directive.

Materials to be used in the work will be subject to inspection and tests by the JPB, and the Contractor shall furnish without charge any samples of such materials as may be required. The JPB may inspect, sample or test any materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Contractor has confirmed that the Contractor and supplier of the material will fully cooperate during the inspection, sampling and testing of such material. The Contractor shall provide the JPB with free access at all times to the material to be inspected, sampled or tested.

It is understood that the inspections and tests if made at any point other than the point of incorporation in the work in no way shall be considered as a guaranty of acceptance of the material. Moreover, such inspections and tests shall not lead to the continued acceptance of material presumed to be similar to that upon which inspections and tests have been made. Furthermore, it is expressly understood and agreed that JPB's inspections and tests shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control. The JPB assumes no

obligation to inspect materials at the source of supply.

Any manufacturers' warranties, guaranties, instruction sheets and parts lists that are furnished with certain articles or materials incorporated in the work shall be delivered to the JPB before acceptance of the Work Directive. The JPB's reports and records of inspections made and tests performed, when available at the site of the work, may be examined by the Contractor.

6. JPB-furnished Materials

In the event that certain materials are to be furnished by the JPB, a reasonable amount of such materials will be available to the Contractor at no charge. The Contractor shall reasonably use such materials and shall use its best efforts to avoid any undue waste of the materials. The Contractor shall not use the JPB-furnished materials for any purpose other than as specified in the Work Directive.

Once the materials are delivered by the JPB for the Contractor's use, the Contractor shall be solely responsible for the materials, and shall pay all demurrage and storage charges. Notwithstanding the indemnity obligations of the JPB set forth in the Agreement, any JPB-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor at the Contractor's expense, and those costs may be deducted at the JPB's sole discretion from any monies due or to become due the Contractor.

7. Property Rights in Materials

The Contractor shall have no right of property in the materials used after they have been attached or affixed to JPB property or after payment has been made by the JPB. All such material shall become the property of the JPB. All JPB-furnished material that is not used for the purpose stated on the Work Directive or is stored under either the control of the Contractor or JPB shall remain the property of the JPB.

8. Defective Materials

In the event that the JPB determines that any materials do not conform to the requirements of the Work Directive, such materials will be rejected whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the JPB. No rejected material, the defects of which have been subsequently corrected, shall be used in the work, unless approved in writing by the JPB. Upon failure of the Contractor to comply promptly with any order, the JPB shall have authority to cause the removal and replacement of the rejected material and to deduct the cost thereof from any monies due or to become due the Contractor.

9. Certificates of Compliance

A Certificate of Compliance shall be furnished prior to the use of any materials for which the Work Directive requires that a certificate be furnished. In addition, when so authorized in the Work Directive, the JPB may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of

Compliance. The manufacturer of the material or the manufacturer of assembled materials shall sign the certificate and shall state that the materials involved comply in all respects with the requirements. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of its responsibility for incorporating material in the work which conforms to the requirements and any material not conforming will be subject to rejection whether in place or not.

The JPB reserves the right to refuse to permit the use of material on the basis of the Contractor's failure to submit a proper Certificate of Compliance.

10. Inspection of the Contractor's Work

The JPB shall, at all times, have safe access to the entire work during Contractor's activities and shall be furnished with every reasonable facility for ascertaining that the Contractor's materials and workmanship are in accordance with the requirements and intentions of each Work Directive. All work done and all materials furnished by Contractor shall be subject to inspection and approval by the JPB.

The JPB's inspections shall not relieve the Contractor of any of its obligations. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that such work or materials had been previously inspected by the JPB or the payment thereof has been made. Upon completion of the work, the JPB will make a final inspection of the work. Before final inspection, the Contractor shall remove all refuse, excess materials, and equipment from the site, and the Contractor shall clean all ground occupied by the Contractor in connection with the work. All parts of the work shall be left in a neat and presentable condition.

11. Rejected or Unauthorized Work

The JPB shall have the right, but not the obligation, to suspend the Contractor's work in the event that there is a reasonable basis to conclude that Contractor's work is being performed in a deficient or unsafe manner. In such event, the Contractor shall immediately suspend its work at no additional cost to the JPB.

The Contractor shall fully remedy, remove, or replace all work which has been rejected, and no additional compensation will be allowed for such removal, replacement or remedial work. Notwithstanding the indemnity obligations of the JPB set forth in the Agreement, any work performed beyond the scope of the Work Directive or without written authorization of the JPB shall be considered as unauthorized work and will not be paid for by the JPB. Upon order, any unauthorized work shall be remedied, removed, or replaced at the Contractor's expense. Upon failure of the Contractor to comply promptly with any order made pursuant to this section, the JPB may cause the rejected or unauthorized work to be remedied, removed, or replaced, and the JPB may deduct the costs from any monies due or to become due the Contractor.

12. Existing Utility and Non-railroad Facilities

The Contractor shall protect from damage utility and other non-railroad facilities that are to remain in place, be installed, relocated or otherwise rearranged. As a part of the railroad improvements, some or all of the utility and other non-highway facilities, both above ground and below ground, may need to be rearranged, including installation, relocation, alteration, or removal in advance of construction operations. Where the rearrangement will not be performed prior to construction operations, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated in the Work Directive.

All rights are reserved by the JPB and the owners of facilities, or their authorized agents, to enter upon the right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making the necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by the other forces. Wherever necessary, the Contractor's work shall be coordinated with the rearrangement of utility or other non-railroad facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the work.

13. Underground Main or Trunk Lines

Attention is directed to the possible existence of underground main or trunk line facilities not indicated and to the possibility that underground main or trunk lines may be in a location different from that which is indicated in the Work Directive. The Contractor shall ascertain the exact location of those underground facilities, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to performing work that may damage any of the facilities or interfere with their service.

If the Contractor cannot locate an underground facility whose presence is indicated in the Work Directive, the Contractor shall so notify the JPB in writing. If the Contractor discovers underground main or trunk lines not indicated in the Work Directive, the Contractor shall immediately give the JPB and the applicable utility oral and then written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the JPB. The Contractor shall, if directed, repair any damage that may occur to the main or trunk lines. The reasonable cost of the repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for in accordance with the subsequently issued Work Directive. Notwithstanding the indemnity obligations of the JPB set forth in the Agreement, damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.

Where it is determined by the JPB that the rearrangement of an underground facility is essential in order to accommodate the railroad improvement and the Work Directive does not provide that the facility is to be rearranged, the JPB will provide for

the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for in accordance with a Work Directive. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, and this rearrangement is in addition to, or different from, the rearrangements indicated in the Work Directive, the Contractor shall make whatever arrangements that are necessary with the owners of the utility or other non-railroad facility for the rearrangement and bear all expenses in connection therewith.

The Contractor shall immediately notify the JPB of any delays to the Contractor's operations as a direct result of any underground facilities that were not indicated in the Work Directive or that were located in a position substantially different from that indicated in the Work Directive, or as a direct result of utility or other non-railroad facilities not being rearranged as herein provided.

14. Preservation of Property

Due care shall be exercised to avoid injury to existing railroad improvements or facilities, utility facilities, irrigation systems, drainage, adjacent property, and trees, shrubs, and other plants that are not to be removed. Trees, shrubs, and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all railroad facilities, and any other improvements or facilities within or adjacent to the railroad shall be protected from injury or damage, and if ordered by the JPB, the Contractor shall provide and install suitable safeguards, approved by the JPB, to protect the objects from injury or damage.

Notwithstanding the indemnity obligations of the JPB set forth in the Agreement, if the objects are injured or damaged by reason of the Contractor's failure to use due care, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition equivalent to or better than when the Contractor entered upon the work, or as good as required by the terms of the Work Directive. The JPB may make or cause to be made those temporary repairs that are necessary to restore to service any damaged railroad facility. The cost of the repairs may be deducted from any monies due or to become due to the Contractor under the Work Directive.

END OF PART 2 – SECTION 2

PART 2 – SECTION 3 EXHIBITS

EXHIBIT A

BASIC SERVICE PLAN AND SPECIAL TRAINS

(As referenced in Part 2, Section 2.A.1)

1. Basic Service Plan

The following regularly scheduled one way trips constitute the BSP as of the Service Date of the Agreement or future date indicated for approved changes resulting from the annual budget process:

a. Weekday Service

86 trains total as follows:

1. 80 trains operated between San Jose Diridon or Tamien and San Francisco
2. 6 trains operated between Gilroy and San Francisco

b. Saturday Service

36 trains operated between San Jose Diridon and San Francisco

c. Sunday Service

32 trains operated between San Jose Diridon and San Francisco

2. Special Trains

Additional Special Trains are anticipated as follows:

- a. 24 round trips per year for special event service
- b. Approximately 214 "Giants special" trips per year characterized by the following service requirements based on the baseball schedule: two northbound 5-car special trains shall operate during baseball season for weekday afternoon games, two southbound 5-car special trains shall be operated for weekday night games, and two northbound and two southbound 5-car special trains shall be operated for all weekend games regardless of afternoon or evening game time. Up to ten additional games may require another northbound and southbound train in addition to those above.
- c. Special Trains in excess of these numbers shall be provided as On-call Additional Services.

EXHIBIT B

SERVICE EQUIPMENT FURNISHED BY THE JPB

(As referenced in Part 2, Section 2.D)

CALTRAIN'S EXISTING ROLLING STOCK					
Gallery Passenger Cars					
Car#	Type	# of Cars	Seats*	Year	Manufacturer
3800-3825	Gallery Trailer	26	144	1985	Nippon Sharyo
3826-3841	Gallery Trailer	16	148	1985	Nippon Sharyo
3843-3845 3847-3851	Gallery Trailer	8	148	1986	Nippon Sharyo
3842-3846	Gallery Trailer	2	148	1987	Nippon Sharyo
4000-4020	Gallery Cab Control	21	115	1985	Nippon Sharyo
4021**	Gallery Cab Control	1	92	1999	Nippon Sharyo
4022-4026**	Gallery Cab Control	5	92	2000	Nippon Sharyo
3852-3865**	Gallery Trailer	14	122	2000	Nippon Sharyo
Gallery Cars	Total	93	1009		
Bi-Level Passenger Cars					
Car#	Type	# of Cars	Seats*	Year	Manufacturer
112-113	Cab	2	142	2001	Bombardier
114-118	Cab	5	123	2002	Bombardier
119-120	Cab	2	123	2008	Bombardier
219-226	Trailer	8	148	2002	Bombardier
229-230	Trailer	2	148	2002	Bombardier
231-236	Trailer	6	148	2008	Bombardier
Bi-Level Cars	Total	25	832		
All Cars	Total	118	1841		
*Unless modified per instructions of JPB to accommodate bicyclists and disabled customers.					
**Equipped with on-board wheelchair lifts.					

Passenger Locomotives					
Loc#	Type	#		Year	Manufacturer
900-917	F40PH-2	18		1985	General Motors-EMD (see below for overhaul info.)

918-919	F40PH-2	2		1987	General Motors-EMD (see below for overhaul info.)
920-922	F40PH-2C	3		1998	Boise Locomotive Inc.
923-928	MP36PH-3C	6		2003	Motive Power Inc.
	TOTAL	29			
Locomotive Overhaul Explanation (Included in above Total)					
910 & 907	F40PH-2	2		1998	Overhauled Alstom Inc.
908-909 & 911	F40PH2	3		1999	Overhauled Alstom Inc.
900-906 912-917	F40PH-2CAT	13		1999	Overhauled Alstom Inc.
918 & 919	F40PH-2CAT	2		2000	Overhauled Alstom Inc.
	TOTAL	20			

JPB Existing Maintenance of Way Rolling Stock Support Equipment

Mark	ID No.	Type	#
JPBX	301-304	Flat Car	4
JPBX	701-712	Flat Car	12
JPBX	601-621	Hopper, Ballast	21
JPBX	851	Gondola	1
JPBX	881-883	Side Dump	3
JPBX	500-501	GP9 Locomotive	2
JPBX	503-504	MP15DC Locomotive	2
JPBX	505	Track Geometry Car	1
JPBX	598-599	Caboose	2

EXHIBIT C

RIGHT OF WAY CLEANUP “HOT-SPOTS”

(As referenced in Part 2, Section 2.E.3.g)

The following right of way “hot-spots” are designated by the JPB for frequent refuse and litter pickup:

- Seventh Street between King Street and Mariposa
- The northerly portal to Tunnel 1
- Area south of Tamien Station to MP 51.4
- The area between Tunnel 1 and Tunnel 2, including the 22nd Street Station
- Between Williams Avenue and Paul Avenue, including the front of Egbert Avenue and Carroll Avenue and the former Paul Avenue Station area
- Between Paul Avenue and Salinas Street, including embankments to Gould Street and Carr Street
- Area from South San Francisco Station to the extension of Grand Avenue
- Area in Downtown San Mateo between First Avenue and Ninth Avenue
- Area in Redwood City between Broadway and 5th Avenue
- Area in Palo Alto between Palo Alto Station and Stanford Station
- Area north of Santa Clara Station to De La Cruz overpass
- Area between San Carlos Street and Willow Street, San Jose Area south of Tamien Station to MP 51.4
- Blossom Hill Station parking lot

EXHIBIT D

STATION STAFFING REQUIREMENTS

(As referenced in Part 2, Sections 2.I & M)

1. **San Francisco Station**

Customer Service (one customer service agent – two shifts):

Monday – Friday: 4:15 a.m. - 8:15 p.m.

Saturday: 7:30 a.m. -11:30 p.m.

Sunday: 7:30 a.m. -11:30 p.m.

2. **San Jose Diridon Station**

No requirements.

EXHIBIT E

TRACK, COMMUNICATIONS AND SIGNAL PERSONNEL QUALIFICATIONS AND REQUIREMENTS

(As referenced in Part 2, Section 2.L)

1. Track, Communications and Signal Management Personnel

Management personnel shall meet or exceed the qualifications and experience requirements specified herein. Unless otherwise mutually agreed by the parties, the Contractor shall assign personnel to fulfill the positions stated below. The titles for the positions are descriptive, and it is recognized that persons performing like functions may have different titles in different organizations. Regardless of title, all management positions must be approved by the JPB Engineer.

In addition, all track managers shall be qualified to act as an Operator at manually controlled turnouts and take and give instructions for single tracking.

a. Assistant Superintendent Engineering (ASE)

The ASE must have ten years experience in the management and supervision of a Class 1 railroad or Heavy Rail transportation system, experience in track maintenance and construction, familiarity with FRA and CPUC regulations and AREMA Standards, ability to develop work plans and schedules, excellent communications and computer skills, ability to read and understand construction civil plans and Geometry car data, and ability to assist in the development and implementation of safety plans and procedures. The ASE shall be able to respond immediately to emergency or problem calls, 24 hours a day, seven days a week.

b. Assistant Division Engineer (ADE) – Track

The ADE must have ten years experience in the management and supervision of a Class 1 railroad or Heavy Rail transportation system, experience in track maintenance and construction, familiarity with FRA and CPUC regulations and AREMA Standards, ability to develop work plans and schedules, excellent communications and computer skills, ability to read and understand construction civil plans and Geometry car data, and ability to assist in the development and implementation of safety plans and procedures.

c. Assistant Division Engineer (ADE) – C&S

The ADE must have ten years Class 1 or commuter railroad signal experience, and three years in a supervisory capacity.

The ADE also must meet the following qualifications:

1. Knowledgeable in railroad signal/communication practices;

2. Knowledgeable and qualified on GCOR and physical characteristics of the property;
3. Knowledgeable in FRA and CPUC requirements;
4. Ability to troubleshoot any rail signal/communication problem and provide advice on how to repair same;
5. Ability to address any safety-related issue to verify a safe work environment;
6. Ability to make accurate cost-efficiency evaluations of work situations;
7. Ability to install, modify, upgrade, repair and test any signal/communication equipment
8. Demonstrate leadership qualities and organizational skills;
9. Ability to assess the need for and provide an accurate accounting of any material ordered for work;
10. Ability to review and verify the legitimacy of all labor and material cost documents;
11. Ability to create detailed technical records of proposed and completed work;
12. Ability to implement a proactive maintenance program; and
13. Ability to read, understand and direct work based on signal plans.

d. Senior Engineer Track and Structures

The Senior Engineer Track and Structures must have five years experience in the management and supervision of a Class 1 railroad or Heavy Rail transportation system, experience in track maintenance and construction, and familiarity with FRA and CPUC regulations and AREMA Standards.

e. Staff Engineer

The Staff Engineer must have five years experience in the management and supervision of a Class 1 railroad or Heavy Rail transportation system, experience in track maintenance and construction, and familiarity with FRA and CPUC regulations and AREMA Standards.

2. Communications and Signal Personnel

Communications and Signal personnel shall meet the requirements listed herein. The titles for the positions are descriptive, and it is recognized that craft positions performing like functions may have different titles in different organizations.

All signal personnel other than apprentice level shall be qualified under GCOR to obtain track and time, including Form B and Form C Track Bulletins. All personnel must have

the ability to work out of doors in all weather conditions, climb irregular embankments and ladders, lift objects that will not exceed OSHA weight standards, and distinguish colors. Personnel must display the ability to communicate in written and verbal English. Personnel whose duties require operation of a motor vehicle must maintain a valid California driver's license.

a. Signal Technician

The Signal Technician must have five years Class 1 or commuter railroad signal experience and meet the following qualifications:

1. Knowledgeable in railroad signal practices;
2. Knowledgeable and qualified on GCOR and the physical characteristics of the property;
3. Knowledgeable in FRA and CPUC requirements;
4. Ability to troubleshoot any rail signal problem to repair;
5. Ability to address any safety-related issue to verify a safe work environment;
6. Ability to make accurate cost efficiency evaluations of work situations;
7. Ability to install, modify, upgrade, repair and test any signal equipment;
8. Ability to make all adjustments to electronic equipment;
9. Demonstrate a high level of technical competence; and
10. Ability to read and understand signal plans.

b. Signal Inspector

The Signal Inspector must have five years Class 1 or commuter railroad signal experience and meet the following qualifications:

1. Knowledgeable in railroad signal practices;
2. Knowledgeable and qualified on GCOR and the physical characteristics of the property;
3. Knowledgeable in FRA and CPUC requirements;
4. Ability to troubleshoot any rail signal problem to repair;
5. Ability to address any safety-related issue to verify a safe work environment;
6. Ability to make accurate cost efficiency evaluations of work situations;
7. Ability to install, modify, upgrade, repair and test any signal equipment;

8. Ability to instruct others in the proper signal equipment installation and testing procedures; and
9. Ability to read and understand signal plans.

c. Signal Foreman

The Signal Foreman must have five years Class 1 or commuter railroad signal experience and meet the following qualifications:

1. Knowledgeable in railroad signal maintenance requirements;
2. Ability to complete all inspections and tests;
3. Ability to perform any installation, adjustment, modification or needed repairs of communications and signal equipment;
4. Knowledgeable and qualified on GCOR and the physical characteristics of the property;
5. Knowledgeable in FRA and CPUC requirements;
6. Ability to address any safety-related issue to verify a safe work environment;
7. Ability to make accurate cost efficiency evaluations of work situations;
8. Ability to install, modify, upgrade, repair and test any signal equipment;
9. Ability to instruct others in the proper signal equipment installation and testing procedures;
10. Demonstrate leadership qualities and organizational skills; and
11. Ability to read and understand signal plans.

d. Signal Maintainer

The Signal Maintainer must have three years Class 1 or commuter railroad signal experience and meet the following qualifications:

1. Knowledgeable in railroad signal maintenance requirements;
2. Ability to complete all inspections and tests;
3. Ability to perform any installation, adjustment, modification or needed repairs of communications and signal equipment;
4. Knowledgeable and qualified on GCOR and the physical characteristics of the property;
5. Knowledgeable in FRA and CPUC requirements; and

6. Ability to read and understand signal plans.

e. Signalman Apprentice

The Signal Apprentice must have two years Class 1 or commuter railroad signal experience and meet the following qualifications:

1. Ability to install and perform minor or major tasks on signal equipment;
2. Ability to assist in testing processes necessary to support the signal maintainers;
3. Class A California driver's license; and
4. Knowledgeable in FRA and CPUC requirements.

f. Communications Technician/Radio Technician

The Communications Technician/Radio Technician must have five years Class 1 or commuter railroad communications experience and meet the following qualifications:

1. Knowledgeable in railroad communications practices;
2. Possess an FCC or NABERS license as formal acknowledgement to qualify for the adjustment of radio transmitters;
3. Ability to install, modify, upgrade, troubleshoot and maintain any railroad associated communications equipment, including, without limitation, ATCS communications, voice radio, microwave systems, visual message systems, public announcement systems, and train control systems;
4. Ability to inspect and recommend equipment improvements;
5. Ability to coordinate any installation or maintenance operation;
6. Ability to assess the need for and provide an accurate accounting of any material ordered for the system;
7. Ability to create detailed technical records of proposed and completed work; and
8. Ability to review and verify the legitimacy of all labor and material cost documents.

3. Track Personnel

All track personnel shall be qualified under GCOR, RWP, SPTMC, Flag Protection, Radio Procedures and physical characteristics of the property. All track personnel must have the ability to work out of doors in all weather conditions, climb irregular embankments and ladders, lift objects that will not exceed OSHA weight standards, and distinguish colors. Personnel must display the ability to communicate effectively in written and verbal English. Personnel whose duties require operation of a motor vehicle must maintain an appropriate and valid California driver's license.

Foremen and equipment operators shall be qualified as required in the SPTMC. Under no circumstances are unqualified or inexperienced on-track equipment operators allowed to work on JPB main tracks except when accompanied in the cab at all times by an experienced operator or operator trainer and then only with JPB prior approval.

END OF PART 2 – SECTION 3



**Provision of Rail Operations, Maintenance and Support Services
10-PCJPB-S-025**

EXHIBIT B

**Conformed Proposal
Submitted by TransitAmerica Services, Inc.**



600 S. Riverside Road ■ St. Joseph, MO 64506 ■ (816) 233-9001 ■ (816) 233-9881

August 31, 2011

Julie Taylor
Senior Contract Officer
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070-1306

**Re: Conformed Proposal
RFP 10-PCJPB-S-025**

Dear Ms. Taylor:

TransitAmerica Services, Inc. (TASI) is pleased to submit to the Peninsula Corridor Joint Powers Board a conformed proposal with all negotiated revisions included.

We look forward to a long and mutually beneficial relationship.

Sincerely,
TransitAmerica Services, Inc.

A handwritten signature in blue ink, appearing to read 'Raymond V. Lanman', is written over a light blue horizontal line.

Raymond V. Lanman
Vice President, Corporate Development



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Technical Proposal

Cover Letter

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3.a Proposer’s Organization Structure

This section includes a detailed discussion of TransitAmerica Services, Inc. organizational structure and how it fits it into the Herzog Corporate structure.

3.a.1 TransitAmerica Services, Inc. Organizational Structure

Corporate Information

Firm Name: TransitAmerica Services, Inc.
California Contractor’s License #861883
A Subsidiary of Herzog Transit Services, Inc.

Address: 600 South Riverside Road
St. Joseph, Missouri 64507

Telephone: (816) 233-9001
Fax: (816) 233-9881

Contact Name: Raymond V. Lanman
Vice President
Corporate Development



Dates of Incorporation: TransitAmerica Services, Inc.– 2005
Herzog Transit Services, Inc.– 1993

Firm’s Officers: Robert J. Smith
President

Raymond V. Lanman
Vice President
Corporate Development
Robert R. Purgaive
Vice President

Corporate Background

Herzog Contracting Corp. (HCC), founded in 1969 and located in St. Joseph, Missouri, is a privately held corporation, specializing in railroad and mass transit operations, construction and maintenance. In addition to these activities, the company is actively engaged in the development and operation of sanitary landfills and resource projects, heavy highway construction, railcar leasing, rail testing and other customized railroad services.

Herzog Transit Services, Inc. (HTSI) was formed in 1993 coincident with the award of an operating contract by the South Florida Regional Transportation Authority (SFRTA) for the management, operation and equipment maintenance of the Tri-County Commuter Rail system operating between Miami and West Palm Beach. At the



same time, HTSI acquired ownership of the stock and assets of UTDC Transit Services, Inc. (UTDC TSI). UTDC TSI had been the operator of the Tri-Rail service since its inception in 1989. At the time of acquisition, a majority of the UTDC TSI employees became employees of HTSI providing continuity for the Tri-Rail operation and a highly experienced management team and labor force that formed the nucleus for HTSI’s expansion of its contract commuter rail services. Originally HTSI was a wholly owned subsidiary of HCC. In 2009 it was spun-down and became an independent company. HTSI is the parent of the TransitAmerica companies.

TransitAmerica Services, Inc., (TASI) was formed in 2005 to supply Operations and Maintenance Services to transportation agencies that desire rail employees of a contractor to be covered by the Railroad Retirement Act (RRA) and Railroad Unemployment Insurance Act (RUIA). Subsequently the Railroad Retirement Board (RRB) has determined that TASI is a covered employer under the RRA and the RUIA.

TASI and HTSI have been providing operations and maintenance services to commuter and passenger rail systems in the United States since 1993. The experience described is that of HTSI and TASI. Legally TASI is a separate and distinct entity from its parent company HTSI. All the resources of HTSI and HCC (Herzog) are available to its affiliate, TASI. Reference to HTSI’s experience in this proposal should be considered as TASI’s and vice versa.

Overall, HTSI and its subsidiaries are actively engaged in the expansion of contract operations of commuter and regional rail passenger service and have made a corporate commitment to the growing market for contract passenger rail operations, both for “New Start” and for established services.

Capabilities

Beginning with one commuter operation in South Florida, HTSI has operated and/or maintained eleven passenger rail systems in the United States and Canada. Herzog brings fresh ideas from an action-oriented, privately owned company that recognizes the needs of its customers and responds to them. HTSI’s operation of nine systems shows its ability to operate extensive passenger rail operations efficiently and effectively. Of these eleven systems, seven involved the management of transitions from an existing contractor to HTSI. This was efficiently and effectively accomplished by HTSI and TASI on the Tri-County Commuter Rail, SCRRRA Metrolink, NCTD Coaster, Austin’s CapMetro, VIA, NCDOT and New Jersey Transit.

HTSI’s formula for success in providing commuter and passenger rail services includes the following elements:

- Experience

HTSI is one of the few private sector organizations successfully operating passenger rail service in the country. We have also managed every aspect of the maintenance of equipment and way functions. We have been delivering transportation projects successfully for over 30 years. In addition, all of HTSI’s rail construction activities on Class 1 railroads, and transit including the Caltrain service, under in-service operating conditions have given us a wealth of knowledge in railroad operating practices throughout the country. Finally, HTSI has successfully managed the startup and implementation of five passenger rail systems – the Trinity Railway Express, the Altamont Commuter Express, the Rail Runner Express, the Port of L.A. Red Car Line and MetroRail in Austin, TX.





- **Excellence**

HTSI's management team for the operation of commuter rail service collectively represents a blend of individual experience, capabilities and leadership ability. The team is fully dedicated, locally based and given a high degree of autonomy to make decisions at the local level.

- **Expertise**

Integration of all facets of a passenger rail service demands comprehensive capabilities on the part of the operator across a broad range of disciplines, including: operations, dispatching, maintenance of equipment, maintenance of track, bridges, signals and communications, customer service, marketing and public relations, budget control, risk management, inventory management and capital planning.

- **Training**

HTSI's management resources and established working relationships throughout the railroad industry, particularly in the area of mixed freight/commuter operations, ensure that standards of operational and performance excellence are achieved. All of our employees will be fully trained, qualified and certified prior to service start-up. Training will be provided through programs developed specifically for each service application by both in-house and external resources (as required).

- **Efficiencies**

HTSI's standard practice is to maximize the efficiency of a commuter rail operation by cross-training and cross-utilizing employees in a variety of functional areas to cut agency costs and improve productivity. We recognize that this practice may have limited applicability initially at Caltrain given the current labor structure. However, it is our goal to make strides in this direction over the life of the agreement implementing proven, creative and non-traditional strategies to increase employee efficiencies.

- **Safety**

HTSI's safety program is the responsibility of every HTSI and subcontractor employee and is one of the key measures of accountability upon which each employee is measured. Every employee associated with HTSI rail services adheres to this safety culture.

- **Commitment**

HTSI is committed to working with our public sector partners, including federal and state agencies, to achieve the highest performance and safety standards attainable. As a company, we have made a major commitment to the business of commuter and passenger rail transportation.

Staffing

TASI employs professionals with disciplines in every area of passenger rail operation. HTSI's employees are highly trained in handling all of the following:

Commuter Rail Operations and Maintenance, Dispatching, Rolling Stock Maintenance, Railroad Services, Railroad Construction, ROW Capital Construction & Support, Railroad Construction Equipment, Right of Way Rehabilitation and Maintenance, Ultrasonic Rail Testing, Rail Car Leasing, Equipment leasing, Material handling Systems, Track Surfacing, In-track welding, Railroad grading, Bridge and Structure construction, rehabilitation, and maintenance. HTSI's workforce includes 47 Management Employees, 76 certified locomotive engineers, 22 management employees qualified as engineers, 47 qualified conductors, 66 Qualified Maintenance Persons (QMP) 31 Qualified Persons (QP), 27 Employees in Charge, 24 MOE/MOW laborers, 21 signal maintainers, 2 communications technicians, and 12 dispatchers.



Offices

Herzog has approximately 33 field offices around the world. Office locations are shown below in Table 3.a.1

Table 3.a.1 Office List

CORPORATE

600 S. Riverside Rd.
St. Joseph, MO, 64507

ABU DHABI, U.A.E.

Abu Dhabi- Al-Kaldiah Area
Al-Kaldiah Street
Salem Al-Mansoori Building M Floor
Number 4
PO Box 70753
Abu Dhabi, UAE

CALIFORNIA

1750 S. Douglass Rd. Bldg. B
Anaheim, CA 92806

P.O. BOX 2480
Oceanside, CA 92051-2480

1 Coaster Way
Camp Pendleton, CA 92055

3760 Kilroy Airport Way Ste. 120
Long Beach, CA 90806

9708 Pala Rd. (Physical Address)
Pala, CA 92059

2196 Miner Street
San Pedro, CA 90731

P. O. Box 1610 (95201-1610)
833 E. 8th Street (95206)
Stockton, CA

CANADA

253 Esquipmalt Rd
Victoria BC
Canada V9A 7A8

CARIBBEAN

C5-6 Caribbean Place
Providenciales, Turks & Caicos
Islands, B.W.I.

Port of South Dock

Providenciales, Turks & Caicos
Islands, B.W.I.

COLORADO

3071 Hwy 50
Grand Junction CO 81503

10455 W 6th Ave Ste 150
Lakewood CO 80215

FLORIDA

14201 West Sunrise Blvd., Suite 104
Sunrise, FL 33323

KANSAS

PO Box 4209
Wichita KS 67204
103 Roseport Rd.
Elwood, KS, 66024

MEXICO

Calle honduras no. 149
Entre calles guillermo prieto y
tamaulipas, colonia modelo
h. matamoros, tamaulipas c.p. 87360

MISSOURI

600 S. Riverside Rd.
St. Joseph, MO, 64507

700 S. Riverside Rd.
St. Joseph, MO, 64507

Easton Rd.
St. Joseph, MO, 64507

NEW JERSEY

Atlantic City Rail Terminal
1 Miss America Way
Atlantic City, NJ 08401

NEW MEXICO

100 Iron Ave. SW
Albuquerque, NM 87102

39346 Frontage Rd
Wagon Mound NM 87752

NORTH CAROLINA

860 Capital Blvd.
Raleigh, NC 27603

TEXAS

203 N. Britain Rd.
Irving, TX 75061

9315 A McNeil Rd.
Austin, TX 78759

*203 N. Britain Rd.

Irving, TX 75061

2821 Walnut Hill Lane
Dallas, TX 75229

501 West Valley Ridge Blvd. Building
#2
Lewisville, TX 75057

4801 Rock Island Road
Irving, TX 75061

*501 West Valley Ridge Blvd. Building
#2
Lewisville, Texas 75057

UTAH

2264 S. 900 W.
Salt Lake City, UT 84119

8021 S Redwood Rd
West Jordan UT 84088-4666

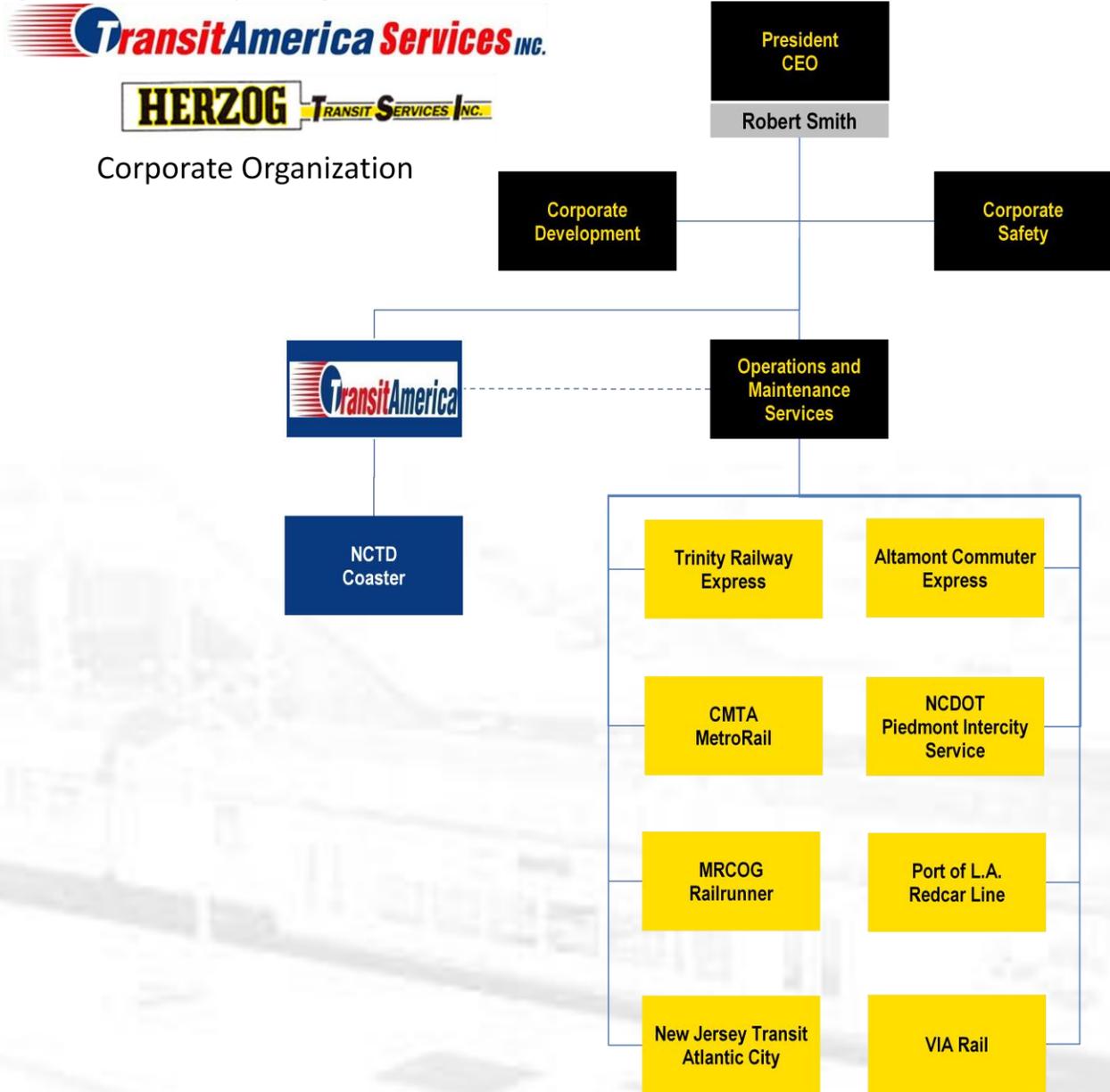
*indicates a separate office with
the same mailing address as
another.





3.a.2 Proposer Organization Chart

Figure 3.a.2 HTSI/TASI Corporate Organization



3.a.3 Joint Venture Agreement

Not Applicable.



3.b.1 Passenger Rail Operator Experience

TransitAmerica Services, Inc.

HTSI, TASI's parent company, is or has been the contract provider of operations and/or maintenance services for the following passenger rail systems:

- Trinity Railway Express in Dallas-Fort Worth, TX;
- Altamont Commuter Express in Stockton-San Jose, CA;
- Coaster, Oceanside-San Diego, CA;
- Rail Runner Express - Albuquerque-Sante Fe, NM;
- MetroRail - Austin, TX;
- Atlantic City Line in Atlantic City, NJ;
- Piedmont Line in Raleigh-Charlotte, NC;
- Port of Los Angeles Red Car Line in San Pedro, CA;
- VIA Rail – Vancouver Island, British Columbia;
- Metrolink in the Los Angeles area;
- Tri-Rail service in South Florida.

HTSI/TASI is an industry leader in performing operations and maintenance services similar to those required by Caltrain. Below are contract histories, in which the scopes of work are either identical to or very close to that required by JPB in this RFP. Under each of these contracts HTSI has performed some, or all of the following functions:

- Safety Management
- Operations
- Dispatching
- Maintenance of Equipment
- Maintenance of Way
- Maintenance of Signals
- Transition management
- New Start Implementation
- Capital Project Management
- Program Development, Implementation and Management
- Construction Support
- Emergency & Special Services
- Revenue Collection

Most of these services are on tracks with mixed use service that includes temporally separated DMU services commuter, freight and Amtrak intercity trains. Under all of these contracts, Herzog has successfully completed numerous capital projects, emergency and extraordinary services and other work outside the scope of maintenance. Projects have been completed according to schedule and within budget.



Trinity Railway Express

Dallas, TX

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

Owner:

Trinity Railway Express (TRE)

Owner Contact:

Wayne Friesner
V.P. Commuter Rail & Rail Mgmt

PO Box 660163
Dallas, TX 75266
Tel: (214) 749-3566
Fax: (214) 749-3609
E-mail: wfriesne@dart.org

ROW Ownership:

Authority owned track over which BNSF, UPRR, DGNO, FWRR and commuter trains are operated

Contract Value (Per Year):

\$26 million +

Contract Term:

October 1996 to present. The current contract expires September 30, 2015

Operational Characteristics:

Number of Trains: 49 weekday
22 Saturday
Track Miles (MOW): 33.8 & 11 branch
Annual Passengers: 2.4 million

Scope of Services:

- Train Operations
- Employee Timetables
- Equipment Maintenance
- Operating Rule Books
- Maintenance of Right of Way
- Dispatching
- Roadway Protections Services
- In January 2001, HTSI took over all dispatching including freight trains

Rolling Stock:

Locomotive- F59	9
Locomotive - GP9	3
RDC	13
Bi-Level Coaches and Cabs	20

OVERVIEW

HTSI was awarded a five-year contract that commenced on October 1, 1996. In March of 2001, the contract was extended for three years. That contract's value exceeded \$70 million. In June, 2005, after a competitive process, HTSI was awarded a new five year contract with an estimated value of \$90+ million. HTSI successfully managed the startup and implementation of the service. The Trinity Railway Express commuter rail service started operations on December 31, 1996, just 57 days after notice to proceed. The system originally ran between Dallas and Irving, and was extended to Tarrant County in September 2000 and to Fort Worth in December of 2001. The service uses 13 Rail Diesel Cars, 6 F59PH locomotives and Bombardier bi-level passenger cars consisting of 10 cab cars and 10 trailers. The service now provides 49 weekday and 22 Saturday trains and carries 2,400,000 passengers annually. The BNSF, UPRR, DGNO and FWRR also operate freight trains on the corridor. The General Code of Operating Rules (GCOR) and HTSI Operating and Safety Rules govern the commuter rail operation. Originally, HTSI's scope of work included management, operations and maintenance of equipment, facilities and the rail yard at the maintenance facility. Over time these responsibilities have been expanded to include train movement control, maintenance of way including track, structures, communications and signals.

MOW Responsibilities include track surfacing, tie replacement, track inspection, track structure, rail flaw detection, switch maintenance, bridge inspection, signal and communications maintenance and all other required maintenance activities. These activities are performed on a 34-mile mixed use corridor and an eleven-mile branch line. In addition, HTSI performs capital work for TRE. All the work for both the maintenance and capital has been self-performed, except for bridge work which has been relatively minor.



Rail Runner Express

Albuquerque, NM

Firm(s) Performing Work:

Herzog Transit Services, Inc.
(HTSI)

Owner:

Mid-Region Council of Governments
(MRCOG)

Owner Contact:

Chris Blewett
Director of Transportation and
Planning Services

809 Copper Ave, NW
Albuquerque, NM 87102
Tel: (505) 247-1750
Fax: (505) 247-1753
E-mail: cblewett@mrcog-nm.gov

ROW Ownership:

State of New Mexico

Contract Value:

\$40 million + Extra Work

Contract Term:

September 2005 to present. The
current contract expires September
30, 2012

Rolling Stock:

Locomotive- MP36	9
Bi-Level Coaches and Cabs	22

Scope of Services:

- Train Operations
- Equipment Maintenance
- Maintenance of Right of Way
- Roadway Protection Services
- Revenue Collection
- Maintenance of Signals

Operational Characteristics:

Number of trains: 24 weekday

10 Saturday
4 Sunday

Route miles (MOW): 128

Annual passengers: 1,242,000

OVERVIEW

In June, 2005, HTSI was awarded a contract to provide operations and maintenance services to the Rail Runner Express. HTSI managed the start-up, provides train operations, maintenance of equipment, facilities and maintenance of way including signals. HTSI also provided track construction and improvements. The contract has an estimated value of \$40 million. Construction activities began in August 2005 and the service commenced in November 2005.

MOW Responsibilities include track surfacing, track structure, tie replacement, track inspection, rail flaw detection, switch maintenance, bridge inspection and repair, signal and communications maintenance, railroad grade crossing safety devices and all other required maintenance activities. These activities are performed on a 100-mile mixed use corridor, which includes Amtrak, BNSF and Santa Fe Southern Trains. The General Code of Operating Rules (GCOR), HTSI's Operating, Air Brake and Train Handling and Safety Rules, BNSF Timetable and the NMRX Timetable govern the commuter rail operation. In addition to the track and structures maintenance, HTSI has been awarded capital and extra work for both track and signals with a value of \$20.6 million.



Coaster

Oceanside, CA

Firm(s) Performing Work:

TransitAmerica
(A wholly owned railroad subsidiary of Herzog Transit Services, Inc) (HTSI)

Owner:

North County Transit District (NCTD)
Contract # 05023-0S

Owner Contact:

Brett Rekola
Director of Transportation
810 Mission Ave
Oceanside, CA 92051
Tel: (760) 967-2852
Fax: (760) 722-0940
E-mail: brekola@nctd.org

ROW Ownership:

North County Transit District
San Diego Metropolitan Transit
Development Board

Contract Value:

\$50 million

Contract Term:

July 1, 2006 to June 30, 2011 with five
year option

Scope of Services: See Overview

Rolling Stock:

F40 Locomotives	5
F-59PHI Locomotives	2
Bombardier Bi-level commuter coaches	18
Bombardier Bi-level cab cars	10

Operational Characteristics:

Number of Trains:	22 weekday 8 Saturday
Route Miles (MOW):	60.1 miles
Escondido Subdivision:	21.3 miles
Annual Passengers:	1.4 million

OVERVIEW

In December 2005, TransitAmerica was awarded a 5-year contract with a 5-year option by the NCTD for the operation and maintenance of the Coaster service between Oceanside, CA and San Diego, CA. The service transition from Amtrak was efficiently and effectively managed. Services under the contract began July 1, 2006. The scope of work includes operation, maintenance of equipment and maintenance of way. The maintenance of equipment includes the maintenance of rolling stock described above as well as the turn-around maintenance for Metrolink trains at Camp Pendleton. The total value of the contract is \$50 million plus extra and capital work.

The maintenance of way includes track, structures, communications and signals on 60.1 miles of mainline, mixed-use right of way and 21.3 miles on the Escondido line for the Sprinter DMU Light Rail Service. The right-of-way is owned by NCTD and the San Diego Metropolitan Transit Development Board. Amtrak, Coaster, Metrolink and freight service all operate on the mainline track. On the Escondido line, freight trains and the Sprinter service operate.

The track and structures maintenance on both lines is very similar to that required by the Caltrain RFP. Responsibilities include track surfacing, tie replacement, track inspection, rail flaw detection, switch maintenance, bridge inspection, signals and communications maintenance, railroad grade crossings safety devices and all other required maintenance activities. The value of the contract related to track and structures maintenance is approximately \$9.5 million. In addition, we have performed \$7.3 million of capital work. All of the maintenance of way work, including the track, is subcontracted to Kabler Construction. Kabler Construction is closely managed by TransitAmerica and, in fact, the project manager is a former manager of HTSI who became an employee of Kabler at the time of the award of the contract. The companies work so closely together on the project that it is difficult to differentiate between them.



MetroRail Austin, TX

Firm(s) Performing Work:

Herzog Transit Services, Inc.
(HTSI)

Owner:

Capital Metropolitan Transportation
Authority

Owner Contact:

Bill Lejeune
Project Manager

2910 E. 5th Street
Austin, TX 78702
bill.lejeune@capmetro.org

ROW Ownership:

Authority owned track over which
Austin Western Railway (AWRR),
Austin & Texas Central Railroad
(ATCX) and commuter trains operate
using temporal separation.

Contract Value:

\$59 million

Contract Term:

Five year contract beginning March
2010

Rolling Stock:

Stadler DMU vehicles 6

Scope of Services:

- Train Operations
- Equipment Maintenance
- Maintenance of Right of Way
- Signals and Dispatching

Operational Characteristics:

Number of trains: 19 weekday

Route miles (MOW): 112

Annual passengers: TBD

OVERVIEW

Herzog was awarded a start-up contract that commenced on December 9, 2009 and ran through March 21st. This was followed by a five-year contract which began on March 22, 2010. The contract's current value is \$59 million dollars. Herzog successfully managed the startup and implementation of the service. The Metro Rail commuter service started operations on March 22, 2010, just 78 days after being on the property. Herzog managed the transition from another contractor and start-up and now provides train operations, maintenance of equipment and facilities, maintenance of way including signals and dispatching.



Altamont Commuter Express

Stockton, CA

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

ROW Ownership:

UPRR owned ROW between Stockton and San Jose, CA, with 5 miles JPB

Scope of Services:

- Train Operations
- Equipment Maintenance

Owner:

San Joaquin Regional Rail Commission

Contract Value:

\$60 million

Operational Characteristics:

Number of Trains: 8 weekday
Track Miles (MOW): 85
Annual Passengers: 750,000

Owner Contact:

Stacey Mortensen
Executive Director

949 E. Channel
Stockton, CA 95206
Tel: (209) 944-6200
Fax: (209) 944-6233
E-mail: stacey@acerail.com

Contract Term:

April 1998 to June 30, 2014 with a 5 year option

Rolling Stock:

Locomotive	6
Bi-Level Coaches and Cabs	28

OVERVIEW

In June 1998, HTSI was awarded the contract for the implementation, management and operations of the Altamont Commuter Express (ACE). ACE service began in October 1998. HTSI managed the startup and implementation of the service. HTSI is responsible for the management, operations and maintenance of equipment for this service on an 85-mile corridor between Stockton and San Jose, CA. Like Tri-Rail, Rail Runner and TRE, the corridor has multiple users including the Union Pacific (UP), Amtrak and the JPB Caltrain Service. The contract was for an initial three-year term with options to extend, the first of which, for 20 months, was exercised by the authority in April 2000. A further 1 year extension was granted in 2002. In 2004, in recognition of excellent performance and cost efficiency of its operation, HTSI was awarded a five-year sole source extensions including an additional five year option.

The ACE commuter system operates six weekday trains over four subdivisions of UP and JPB-owned right-of-way serving nine stations. The equipment includes F40 PH locomotives and Bombardier bilevel coaches that are very similar, if not identical, to the Caltrain locomotives and Bombardier bi-level trailers and control cars. The ACE service has experienced tremendous success, with ridership already exceeding capacity and a first year fare box recovery ratio of close to 50%. The economic downturn and the particularly hard hit "dot.com" companies in the Silicon Valley have recently negatively impacted ridership.

The commuter rail operation is governed by the General Code of Operating Rules under UP Operating and Safety Rules with trains dispatched by UP from its Harriman Center in Omaha, Nebraska.



New Jersey Transit

Atlantic City, NJ

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

ROW Ownership:

New Jersey Transit between Atlantic City and Philadelphia

Contract Term:

July 1, 2000 to June 30, 2012

Owner:

New Jersey Transit

Contract Value:

\$8.2 million

Scope of Services:

- Equipment Maintenance- Daily inspections, servicing and light repair

Owner Contact:

Kevin Beejack
Assistant Superintendent

Rolling Stock:

Locomotives	5
Coaches and Cabs	15

One Miss America Way
Atlantic City, NJ 08401
Tel: (609) 343-7166
Fax: (609) 343-7181
E-mail: kbeejack@njtransit.com

Operational Characteristics:

Number of Trains: 28 weekday
Track Miles: 65
Annual Passengers: 1 million +

OVERVIEW

In May 2000, HTSI was awarded the contract to provide maintenance of equipment services for NJT for its passenger rail equipment on the Atlantic City Line. The contract involves the daily inspection, servicing, fueling, cleaning and light repair of 28 trains per day operating between Philadelphia and Atlantic City 365 days per year, plus approximately 25 special trains with enlarged consists each year. The equipment includes five locomotives, ten coaches and five cab cars in five trainsets and one work train. Service began on July 1, 2000. Ridership is approximately one million per year. The initial contract was for an initial three-year term, with options to extend, and is valued at \$7.5 million. In June, 2005, after a competitive process HTSI was awarded a new five year contract with an estimated value of \$8.2 million. The service complies with FRA, AAR, Northeast Operating Rules Advisory Committee (NORAC) and all other federal, state and local rules and regulations. The route over which the equipment travels is 65 miles each way with eight station stops.



Piedmont Intercity Service (NCDOT)

Raleigh, NC

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

ROW Ownership:

North Carolina Railroad Company

Scope of Services:

- Equipment Maintenance

Owner:

North Carolina DOT

Contract Value:

\$10.9 million

Operational Characteristics:

Annual passengers: 52,000

Owner Contact:

Allen Paul
Assistant Director, Operations

Contract Term:

July 1, 2002 to June 30, 2011

1 S. Wilmington St.
PO Box 25201
Raleigh, NC 27611-5201
Tel: (919) 733-4713 x246
Fax: (919) 715-6580
E-mail: apaul@dot.state.nc.us

Rolling Stock:

Locomotive	3
Coaches and Cabs	15

OVERVIEW

On January 31, 2001, HTSI was awarded a contract to maintain the passenger rolling stock for the state supported intercity passenger rail services. The scope of work includes maintenance of equipment services for three locomotives and 13 passenger cars at two locations in Raleigh and Charlotte, North Carolina. Services under this contract commenced on March 1, 2002. In April, 2005, HTSI was awarded a new five year contract with an estimated value of \$10.9 Million, and another extension in 2009.





Port of Los Angeles Red Car Los Angeles, CA

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

Owner:

Port of Los Angeles
Award Date: August, 2002
Contract Type: Fixed Price

Owner Contact:

Contact: Kurt Arend
Title: General Manager
Address:
Phone: (310) 732-3524
Email: KArend@portla.org

ROW Ownership:

Port of LA

Rolling Stock:

2 – Replicas of Inter-urban Streetcar
(P.E. 500 series)
1 – Restored Inter-urban Streetcar
(P.E. 1000 series)

Operational Characteristics:

Number of Trains:
31 Friday
31 Saturday
31 Sunday
Route Miles: 1.5

Scope of Services:

- o Train Operations
- o Maintenance of Equipment
- o Maintenance of Traction Power System

On-time Performance: 99% +

Annual Passengers: 129,667

Contract Term:

08/01/02 – 06/30/13

OVERVIEW

Herzog Transit Services, Inc. (HTSI) was awarded a contract to operate the Port of Los Angeles (POLA) Waterfront Red Car Line in 2002. The historic 1.5 mile-long rail trolley began operations in May 2005. HTSI performs the management and operations and maintenance of equipment. Based on surveys administered by POLA, HTSI provides excellent customer service for the passengers. The Red Car Line is one of four new-start systems which HTSI planned and managed the numerous start-up activities. These activities include: Coordination with construction contractors, Vehicle commissioning and acceptance, Systems testing and integration, Employee hiring and training, Preparation of Operating and maintenance plans, Compliance with the FRA and CPUC regulations. Coordination with the freight operator

Historically, HTSI has been successful defining our service plan, communicating with our clients, and delivering the best quality service to our customers. We work closely with POLA to make The Red Car Line a continued success for all visitors. HTSI maintains on-time performance at 99%. The train runs Friday through Sunday and services more than 125,000 passengers yearly.

HTSI actively promotes the benefits and advantages of The Red Car Line for the community, which is an important stimulus for the area.

The Right-of-Way is used jointly with freight service and the trolley service. The service operates under a temporal separation waiver from the FRA. HTSI managed the preparation of the waiver application and worked closely with POLA and the FRA to develop procedures to insure that the trolley cars would never be on the line at the same time as the freight trains. The trolley car operators are certified under the terms of 49CFR240 and the Certification Training Program approved by the Federal Railroad Administration.



VIA Rail Victoria, B.C.

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

ROW Ownership:

VIA Rail Canada Inc.

Scope of Services:

- Equipment Maintenance
- Facility Maintenance

Owner:

VIA Rail Canada Inc.

Contract Value:

\$2.5 million

Operational Characteristics:

Number of Trains: 2 weekday
2 Saturday
2 Sunday

Owner Contact:

Phillippe Garside
Senior Officer

Contract Term:

July 1, 2009 to June 30, 2014

Track Miles:

Annual Passengers: million +

3 Place Ville Marie
Bureau 500
Montreal (Quebec) H3B 2C9
Tel: (514) 871-6233
Fax: (514) 871-6652
E-mail: Phillippe_garside@viarail.ca

Rolling Stock:

Locomotive	3 RDC
Coaches and Cabs	3

OVERVIEW

In 2004, Herzog was awarded a contract by VIA Rail to maintain the rolling stock used in the service on Vancouver Island that runs between Victoria and Courtenay. The service consists of two trains per day over a route of approximately 150 miles. The rolling stock consists of 3 rail diesel cars.



Tri-County Commuter Rail

Miami, FL

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

Owner:

South Florida Regional Transportation Authority

Owner Contact:

Joseph Giulietti
Executive Director

800 NW 33rd Street
Suite 100
Pompano Beach, FL, 33064
Tel: (954) 788-7918
Fax: (954) 788-7961
E-mail: giuliettij@tri-rail.com

ROW Ownership:

State Owned

Contract Value:(Per Year)

\$135 million

Contract Term:

January 1994 to June 30, 2007

Rolling Stock:

Locomotive	10
Coaches and Cabs	26

Scope of Services:

- Equipment Maintenance
- Train Operations
- Operation Monitoring Center
- Station Maintenance
- Facilities Maintenance
- Revenue Collection

Operational Characteristics:

Number of Trains: 30 weekday
14 Saturday
12 Sunday

Track Miles: 72

Annual Passengers: 2.6 million +

OVERVIEW

HTSI was awarded a five-year contract that commenced on January 7, 1994 to provide management, operating and equipment maintenance services for the Tri-County Commuter Rail Service between West Palm Beach and Miami. Over time, the contract scope of work was expanded to include station maintenance at 19 stations and fare vending machine maintenance. The contract was amended to provide for the overhaul of 21 railcars at the authority's request. In October 1997, this contract was extended through 2002. The total contract value, at that time, exceeded \$75 million. In 2002, a new five-year contract valued at over \$60 million was awarded to HTSI. The Tri-Rail commuter system runs parallel to I-95, operating locomotive/bi-level coach train sets. The service operates over a Florida DOT-owned single track mainline (with passing sidings) known as the Southeast Florida Rail Corridor, a distance of approximately 72 miles between Mangonia Park and Miami. The system operates 30 trains per weekday, 14 on Saturday and 12 on Sunday, serving 19 stations. Annual ridership on the Tri-Rail system is approximately 2.6 million passengers. In addition to the commuter trains, the rail corridor is also shared with Amtrak intercity and CSXT freight trains. CSXT Operating and Safety Rules govern the commuter rail operation and trains are dispatched by CSXT from its Control Center in Jacksonville, Florida. .



Metrolink

Los Angeles, CA

Firm(s) Performing Work:

Herzog Transit Services, Inc. (HTSI)

ROW Ownership:

SCRRA

Scope of Services:

- Maintenance of Right of Way

Owner:

Southern California Regional Rail Authority (SCRRA)

Contract Value:

\$81 million

Operational Characteristics:

Number of trains: 145 weekday
Track miles (MOW): 363

Owner Contact:

Darryl Maxey
Chief Engineer

Contract Term:

March 1, 1992 to December 31, 2008

700 S. Flower St., 26th Floor
Los Angeles, CA 90014-4101
Tel: (213) 452-0250
Fax: (213) 452-0452
E-mail: dmaxey@scrra.net

OVERVIEW

HTSI was involved in contract maintenance of way and track construction for SCRRA since 1990. In 1992, HTSI was awarded the contract for the maintenance of way for all SCRRA owned right of way, which now includes over 363 miles of track on 246 miles of right-of-way. These lines carry many of the 145 daily Metrolink trains, Amtrak intercity trains as well as significant freight traffic. Responsibilities include track surfacing, tie replacement, track inspection, rail flaw detection, switch maintenance, bridge inspection, track construction, and all other required maintenance activities. All of the activities described above require a high degree of daily planning and coordination with the contract operator, other passenger train operators on the corridor, the train dispatchers and the freight railroads that operate over SCRRA's right of way. All of the work was self-performed except for bridge inspection and repair and vegetation control.



Below is a summary of the functions that TASI performs at each of its properties, most of which are similar to those required by the RFP.

Table 3.b.1 Passenger Rail Operations of HTSI and TASI – Scope Similarities



O&M REPRESENTATIVE SIMILAR PROJECTS	SCOPE SIMILARITIES													
	Train Operations	Equipment Maintenance	Facilities / System Maintenance	Customer Service	Diesel Power Equipment	New Operations Equipment	Joint Use Rail System	General Code of Operating System	Railway Safety & Protection Rules	Railroad Employee Training	Emergency Response	MTS and Financial Management	Capital Program Support	Dispatching or Dispatch Monitoring
Port of LA Red Car Line	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Altamont Commuter Express	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Coaster Service	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Metrolink- SCRRA			•			•	•	•	•	•	•	•	•	•
South Florida Regional Transportation Authority	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Trinity Railway Express	•	•	•	•	•	•	•	•	•	•	•	•	•	•
New Mexico Rail Runner Express	•	•	•	•	•	•	•	•	•	•	•	•	•	•
New Jersey Transit		•	•	•			•	•	•	•	•			
VIA Transit		•	•	•			•	•	•	•	•			
Piedmont Intercity Service (NCDOT)		•	•	•			•	•	•	•	•			
Capital MetroRail	•	•	•	•	•	•	•	•	•	•	•	•	•	•

3.b.2 Client References:

Below are the required references for HTSI/TASI.

Trinity Railway Express

Wayne Friesner
 Vice President, Commuter Rail & Rail Management
 Director, Trinity Railway Express
 Dallas Area Rapid Transit
 P.O. Box 660163
 Dallas, TX 75266
 (214) 749-3566
 Fax: (214) 749-3609
wfriesne@dart.org

HTSI manages all aspects of operations and maintenance on the TRE. HTSI was awarded this contract in 1996 on this 33.8 route miles. MOW also includes an 11 mile branch line. Section 3.b.1 explains in detail the scope of this service.

New Mexico Rail Runner Express

Chris Blewett
 Director of Transportation and Planning Services
 Mid-Region Council of Governments



809 Copper Avenue, NW
Albuquerque, New Mexico 87102
(505) 247-1750
Fax: (505) 247-1753
cblewett@mrcog-nm.gov

HTSI was awarded the operations and maintenance contract for the Rail Runner in 2005. HTSI provides Train Operations, Equipment Maintenance, Maintenance of ROW, Roadway Protection Services, and Revenue Collection. Section 3.b.1 explains in detail the scope of this service.

NCTD Coaster

Brett Rekola
Director of Transportation
810 Mission Ave
Oceanside, CA 92051
(760) 967-2852
Fax: (760) 722-0940
brekola@nctd.org

In December 2005, TransitAmerica was awarded a 5 year contract with a 5-year option by the NCTD for the operation and maintenance of the Coaster service between Oceanside, CA and San Diego, CA. The service transition from Amtrak was efficiently and effectively managed. Services under the contract began July 1, 2006.

Section 3.b.1 explains in detail the scope of this service.

3.b.3 Proposer's Experience in Service Transition Environments

During TASI's tenure as operator for all of our commuter rail clients we have experienced a wide variety of service changes that have required planning, implementation and management by us during the transition. In fact, for TRE, ACE, CapMetro, the Rail Runner and the RedCar Line, no service existed at the time we assumed our contractual responsibilities. Moreover, with continued growth in ridership, the services continue to expand. Each property has also introduced a variety of new technologies that have required adjustments to many aspects of the service. Finally, changing service patterns have also required innovation and management to provide the service customers are seeking. The following paragraphs present a brief discussion of several of these.

Expanding or Special Service Levels

TRE

As indicated earlier, the Trinity Railway Express began operations on December 31, 1996. HTSI managed the mobilization of that service and assured a timely commencement with only 65 days from contract execution to the beginning of service. This was done despite delayed equipment deliveries necessitating the acquisition of substitute equipment from two different agencies; delayed occupation of the equipment maintenance facility, office space and crew reporting facilities. In this constrained time-frame and without adequate physical resources, HTSI hired and trained new employees and ensured their proper certification and qualification; made all the necessary filings with and received necessary approvals from the FRA including engineer certification CFR49 Part 240; negotiated equipment leases for the substituted equipment; planned and ran simulated service; proposed and tested schedules; and performed equipment acceptance testing to name a few of the accomplishments. Since that time, the service has expanded from an initial 22 trains per day to 49



weekday and 22 weekend and more than 16.2 additional route miles with four additional stations. The number of employees has grown significantly, all of whom are certified and qualified as required. In addition, the scope of services has expanded under the contract to include maintenance of way and dispatching. HTSI managed all these transitions achieving one of its primary goals of **Customer Satisfaction**.

ACE

HTSI successfully planned, managed and mobilized the service implementation for ACE in 1998. Much like TRE all the required activities were completed to ensure a timely commencement date. These included all FRA filings and approvals; employee hiring, training, qualification and certification; equipment acceptance testing; managing facility improvements, service simulations, schedule adjustments, production of linear timetables and procurement of consumables and spare parts. Also like TRE, ridership increases have required the expansion of service necessitating agreements with the operating railroad and Caltrain, service planning, hiring and training additional employees and managing the acquisition of additional equipment. HTSI, working with the agency, ensured that the initial expansion was implemented in a timely manner. Additionally, HTSI's operating crewmembers are 100% cross trained as certified engineers and qualified conductors. This unique and innovative approach has resulted in tremendous crew efficiencies and cost reductions while improving the overall safety of the operation.



RRE

In 2005, HTSI was awarded the contract to operate and maintain the New Mexico Rail Runner Express. For the Rail Runner, HTSI planned and implemented the service start-up, assisted in the acceptance and commissioning of locomotives and passenger cars, facility planning, operations planning, hiring and training of employees and regulatory filings and issues. The start-up was timely and efficiently achieved. The Rail Runner has an annual ridership in excess of 1,242,000 on 24 weekday, 10 Saturday, and 4 Sunday trains. Phase 1 of the initial commuter service operated 50 miles between Belen and Bernalillo with weekend service and special event services for the annual International Balloon Fiesta and the Bernalillo Wine Festival which is traditionally held over Labor Day weekend. The average ridership during the course of the wine festival is 25,000 to 30,000 passengers. Phase 2 included the Santa Fe Expansion which encompassed new construction at the existing sidings, installation of CTC, and the successful coordination of the installation of the new communications systems. Phase 3 included the realignment of the existing Santa Fe Southern into downtown Santa Fe. Included with this project were the installations of multiple quiet zones. HTSI successfully opened the new commuter rail line, which traverses a 3.24% grade through Waldo canyon and operates in the median of Interstate 25, in December 2008 for the full 100 miles between Belen and Santa Fe. This required hiring and training for all crafts and major coordination with the Phase 2 construction with the operation of qualification runs on the new segment all the while maintaining current levels of service. Shortly after completion of Phase 3, HTSI constructed the University of New Mexico Lobos' passenger station. In addition to the above stated special events, HTSI operates "Lobos" specials for the UNM football fans.



CapMetro, Metro Rail

Recently HTSI was awarded the contract to operate and maintain MetroRail in Austin. HTSI took over from another contractor because the start-up had been severely delayed. HTSI resolved a myriad of signal problems and infrastructure issues and accomplished the start-up in 78 days from NTP.

POLA

The fifth “New Start” service HTSI was responsible for implementing was the Port of Los Angeles’ Red Car Line. HTSI is responsible for the maintenance and operation of the Red Car Line in the Port of Los Angeles. Special events include the annual Lobster Festival high ridership which is always anticipated.

TRE

Since 1997, HTSI has operated special service for the State Fair of Texas. The service operates on Saturdays and Sundays and on two Mondays for the four-week duration of the fair. Service is typically in operation 14 hours per day, operating 50 trips per day, carrying an average of 13,000 passengers each day. On the Saturday of the Texas/Oklahoma football game that is played in the Cotton Bowl located on the State Fair Grounds, the special service carries 25,000 passengers. A like number of high school students are transported on “School Monday,” a day on which students from around the state are excused from school and given a free pass to the fair.

New Technology Introduction

Tri-Rail

In October of 1995, Tri-Rail introduced the Ticket Vending Machine Technology into the system. Prior to Ticket Vending Machines, Tri-Rail staff at each station was responsible for all ticket sales. Herzog, working with Tri-Rail staff, was instrumental in developing new fare verification procedures. In August of 1999, Herzog’s Operating Contract was amended to include Ticket Vending Machine Maintenance for all of Tri-Rail’s Fare Vending Equipment. Herzog staff performed preventive maintenance and shop and bench repairs on Tri-Rail’s 46 ticket vending machines, (Ascom B8050) and 43 ticket validators on a daily basis.

GeoFocus TrainTrac Global Positioning System:

In 1997, Tri-Rail installed a Global Positioning hardware and software system to monitor the location of all trains operating on the system. The system, developed by GeoFocus, Inc. provides a geographical representation for the location of trains operating on the system. Herzog performed an integral part in the installation and start-up of the system. The system has been in service since 1997, and was used on all Herzog operated Tri-Rail trains and monitored by Herzog staff at Herzog’s Operations Control Center.

Building upon the TrainTrac System, HTSI was involved in integrating the GeoFocus TrainTrac System with a Grade Crossing Obstruction Detection System, owned by Nestor Inc. The integration of the two systems was performed as part of a Grade Crossing Safety Improvement demonstration project for the Florida Department of Transportation. The system was designed to provide an alert to the engineer of an approaching Tri-Rail train that the crossing is obstructed.

Operations Control Center Dispatch Monitoring:

On the South Florida Rail Corridor between Mangonia Park and Miami, HTSI staffed a 24-hour Operations Control Monitoring Center for the purpose of Crew Management and Train Dispatching. HTSI’s Control Center staff worked closely with the dispatchers at the CSXT Jacksonville Control Center and through the CSXT dispatcher, directs the movement of all Tri-Rail trains on the system. The technology used to monitor trains on



the system utilized CRT Monitor screens, which were a mirror image of the CSXT dispatchers' monitor, and showed the location of all trains on the corridor in addition to the position of all switches and signals governing train movement. This technology was introduced by Tri-Rail in 1996. Prior to acquiring this technology, all train tracking and movement direction during both normal and emergency situations was performed by hand held radios.

New Equipment – TRE, ACE, CapMetro, MRCOG

HTSI assisted TRE, ACE, MRCOG and CapMetro in the acquisition, acceptance testing and commissioning of equipment that included 26 locomotives, 75 bi-levels, 13 RDCs and 6 DMUs. HTSI also assisted in warranty administration and was generally responsible for ensuring that the equipment met the agency needs and requirements.

3.b.4 Proposer’s Operating Service During System Upgrading/Rehabilitation

During its tenure as operator of its current commuter rail operations, HTSI has experienced significant changes in the level of service, ridership and schedules. The following projects show our experience:

- Change in contractors successfully on seven different services
- Tri-Rail during a \$250 million double-tracking and infrastructure rehabilitation
- TRE during significant infrastructure improvements and Centralized Train Control system replacement (twice)
- Upgrade of RRE including the construction and expansion of additional 50+ miles of commuter rail.

In the services that HTSI operates/operated above, all have undergone significant infrastructure improvement projects during which passenger service continued with minimal interruption. In seven services, HTSI successfully managed the transition from another contractor without service interruption. These seven services include:

- Tri-Rail
- Metrolink
- Coaster
- New Jersey Transit
- Piedmont Intercity Service
- CapMetro
- VIA Rail

All of these transitions included interviewing current employees, hiring and training existing and new employees, establishing new policies and procedures, arranging for facilities, completing FRA requirements, etc. While on a different scale all of these transitions required the same elements as the JPB. All were accomplished on-time and seamlessly to the riding public, except for the immediate recognition of a new level of customer service. In all instances HTSI’s local management team with corporate support as required has been responsible for integrating the service requirements with the construction activities.



Service planning and operations during construction can be one of the most challenging aspects of operating a commuter rail service. The need to safely protect on-time performance, customer satisfaction, and ridership during these times is obviously paramount. Almost no other aspect of operating a commuter system presents



the kinds of challenges that construction does on these elements that are so essential to a successful operation.

However, TASI has had tremendous success in coordinating and being responsible for many aspects of construction while also maintaining high levels of operations and satisfaction of the commuter rail system. Examples of these are discussed below. But several items from these examples are noteworthy in the way in which TASI performs during these times.

Tri-Rail Construction Projects

Since 1994, improvements to the Tri-Rail system involved a wide range of construction activities either on or adjacent to the right of way. **Table 3.b.4** below is a partial listing of the more significant of these projects:

TABLE 3.b.4

Project Name	Facts
Hialeah/79th Street	New station facility. (Completed 9-94)
Fort Lauderdale Station	New park and ride facility cosmetic restoration of Amtrak Station. (Completed August, 1995)
Miami Airport Station	New station site opposite the entrance to the airport. It opened April 27, 1998.
Hialeah Shop and Yard	Short-term capital improvements to shop building and equipment. Projects include rehabilitated locker facilities, new external cladding on shop building, new Operations Center, new drop table, new materials storage building, rehabilitated offices, new shop ventilation system, new air compressor system, modernize train washing system, and others. The Train Washer was upgraded in the Spring of 1998. A new paint shop building is in the process of being designed.
Cypress Creek Station	Construct all new multimodal station complete with elevators and escalators. (Opened in September 1996)
Sheridan Street	Construct new station. (Opened March 15, 1996).
Opa Locka Station	New station. (Opened March 15, 1996).
Fort Lauderdale Airport Station	Move station to Griffin Road in conjunction with the construction of the Bass-Pro Fishing Hall of Fame. (Construction Completed in August 2000)
Deerfield Beach and Pompano Beach Stations	Upgrade station facilities in conjunction with Double Track Phase III. Construction began in the Spring of 1998 and was completed in January 2001.
Double Track Project	Add second track over much of the entire distance. Phase I from Fort Lauderdale to Pompano Beach was completed in June 1997 (8.2 miles). Phase III between Pompano Beach and Deerfield Beach began construction in the Spring of 1998, completed in Mid-2000.
Upgrade Signals -	Convert signal system to state-of-the-art Electrocode IV including 900 MHz. microwave transmission and radio control. Completed in the Fall of 1997 and greatly reduce delays during meets between opposing trains on single track. The final phase was the cutover of the new Miami Airport extension executed in March 1998.



Project Name	Facts
Extend service north of West Palm Beach to Mangonia Park	Extended service to Mangonia Park, (one station north of West Palm Beach). Service began on October 28, 1996.

While all of the projects listed above required integration of the operations and construction activities, the new stations projects, the double track projects and the signal upgrade are prime examples of work similar to the construction activities currently underway and planned for the Caltrain Service.

New Station Construction – HTSI has been the contract operator for the Tri-Rail system. The agency embarked on a continuous infrastructure improvement program. The program included the construction of new stations or modifications to existing stations. Quite often, the nature of the construction required HTSI to depart from normal operating procedures for the duration of the project.

HTSI’s function during these station construction projects was to first ensure that the safety of the traveling public was not compromised and second, to provide accurate information to passengers regarding any special operating conditions. HTSI has been hailed by Tri-Rail on numerous occasions for successfully responding to these types of special conditions. Safety was achieved by ensuring that all parties involved i.e., train crews, road management, construction personnel, and dispatchers were completely knowledgeable of the extent of the construction, its impact to normal operations, and special operating conditions in effect. Quite often, the construction necessitated that a track be taken out of service in the single-track area of the system. When this occurred, HTSI’s function was to establish a “bus bridge” around the work area and to minimize any inconvenience to riders. HTSI accomplished this by having a sufficient number of staff available at the stations to coordinate a seamless transition from rail to bus to rail.

Double Track Projects - The Tri-Rail corridor for many years consisted primarily of single track with passing sidings. This type of corridor track configuration is inherently problematic for train scheduling and maintaining acceptable levels of on time performance. Single track, combined with shared track usage with CSXT and Amtrak on the most heavily congested corridor in the nation presented HTSI with its most difficult challenge on a daily basis.

Tri-Rail, recognizing that the addition of a second track on the corridor was an urgent necessity in order to improve on time performance, increase ridership and ensure the long term viability of Tri-Rail, initiated a phased approach to double tracking the entire 72 mile corridor. Five phases were developed each with varying lengths and degrees of complexities, with a scheduled completion date of 2005.

In addition to ensuring safety of train movement and contractor personnel working on or near the track, HTSI’s challenge with respect to the double tracking project was to develop work around schedules and operating procedures to optimize usage of existing track and the incremental release of newly constructed track. To achieve this objective, HTSI participated in weekly construction meetings with contractors in order to understand the extent of work to be performed and to develop operational solutions to minimize disruption to existing operations.

Signal System Upgrade - All of the new track construction projects discussed above included a corresponding signal system upgrade in either the form of new signals, relocation of existing signals or a change in the signal aspects to reflect the new track configuration. These changes introduced their own set of unique challenges to HTSI. During the double tracking and associated signal system modifications, train movement without signals became necessary during the “cut-over” connecting the live track to the newly constructed track. HTSI’s role was to prepare the “playbook” described above to govern all train movement during the times when signal



aspects were not displayed. This required regular communications with all train crews, dispatchers, flagman, watchmen, construction contractors and HTSI's field supervision. HTSI received recognition from the Federal Railroad Administration for its communications initiative and successful completion of numerous track and signal system modifications without incident.

Trinity Railway Express Construction

The infrastructure improvement project for the service expansion of the Trinity Railway Express occurred in two phases. The first was completed in the fall of 2000 and involved the following scope of work:

- Undercutting of four miles of mainline track and three+ miles of siding track.
- Reconstruction and renewal of three sidings equal to about four miles of track.
- Installation of both hand-throw and power operated switches on mainline track.
- Track replacement on three bridges.
- Construction of a 1400 ft. shoofly track.
- Installation of five new automatic crossing protection devices and upgrading four others.
- Brush cutting and cleanup of 33 miles of right of way.
- Replacement of CTC System.

During this project, HTSI had the overall responsibility for integrating the activities of five different construction contractors at eight different construction sites to ensure the continued on-time operations of 50 trains per week day. The success of HTSI's service planning can be measured by the results. **During the construction period, not one train was cancelled nor were buses substituted to get around any of the construction sites.**

New Mexico Rail Runner Express

The infrastructure improvement project for the service expansion of the New Mexico Rail Runner Express occurred in three phases. The first was completed in the summer of 2006 and work continued through 2008 and involved the following scope of work:

- Phase 1 - Installation of new station track in Belen, Existing siding re-built with new switches, Construction of a new siding to accommodate a new station, Installation of 30 miles of CTC on south end of rail line, Installation of a CTC Island circuit to accommodate the new siding and passenger station and complete tie project.
- Phase 2 – Upgraded 12 rail crossings, upgraded speeds and several sidings including new track, signals and switches & turnouts, the installation of 7 quiet zones and installation of 25 miles of CTC.
- Phase 3 – Upgraded 10 rail crossings, installation of 3 quiet zones, installation of 22 miles of CTC, installation of new switches, installation of power to signal system. During this project, HTSI had the overall responsibility for integrating the activities of many different construction contractors at multiple construction sites to ensure the continued on-time operations of 21 trains per day. The success of HTSI's service planning can be measured by the results. During the construction period, unless requested by the client, not one train was cancelled nor was buses substituted to get around any of the construction sites.
- New station construction: HTSI is the contractor operator for the New Mexico Rail Runner Express for MRCOG, handling Operations, Revenue Collection, Maintenance of Equipment, Maintenance of Way including Signal and Communications. Shortly after completion of Phase 3 of the Santa Fe Expansion, HTSI was contracted to construct the University of New Mexico Lobos' passenger station.



3.b.5 Proposer’s Experience Maintaining Track and Signals

Herzog is a recognized, performance-oriented, track and signal structure installation and maintenance company headquartered in St. Joseph, MO with several offices located throughout the nation, including branches currently working in California. One of Herzog’s specialties is railroad, transit and transportation installations and maintenance.

Herzog has four decades of experience providing Maintenance of Way services to the railroad industry (including Class 1 freight railroads) and more than 17 years experience providing maintenance to commuter rail systems. Installation and maintenance of railroad and rail transit signal and communication systems is an ever-growing aspect of Herzog’s work. Below are descriptions of services Herzog has provided similar to the scope required on Caltrain.

Southern California Regional Rail Authority (SCRRA)- Los Angeles, CA

Herzog was been involved in contract maintenance of way and track construction for SCRRA since 1990. In 1992, Herzog was awarded the contract for the maintenance of way for all SCRRA owned right of way, which includes over 363 miles of track on 246 miles of right-of-way. These lines carry many of the 145 daily Metrolink trains, Amtrak intercity trains as well as significant freight traffic.



Responsibilities include track surfacing, tie replacement, track inspection, rail flaw detection, switch maintenance, bridge inspection and all other required maintenance activities. All of the activities described above require a high degree of daily planning and coordination with the contract operator, other passenger train operators on the corridor, the train dispatchers and the freight railroads that operate over SCRRA’s right of way. All of the work is self-performed except for bridge inspection and repair and vegetation control.

Trinity Railway Express

The track, structures, signals and communication maintenance requirements are very similar to those included in JPB’s RFP. Responsibilities include track surfacing, tie replacement, track inspection, track structure, rail flaw detection, switch maintenance, bridge inspection, signal and communications maintenance and all other required maintenance activities. These activities are performed on a 33-mile mixed use corridor and an eleven-mile branch line. All the work for both the maintenance and capital has been self-performed, except for bridge work which has been relatively minor.

Rail Runner Express – Albuquerque, NM

The maintenance of way requirements are very similar to those included in JPB’s RFP. Responsibilities include track surfacing, track structure, tie replacement, track inspection, rail flaw detection, switch maintenance, bridge inspection and repair, signal and communications maintenance, railroad grade crossing safety devices and all other required maintenance activities. These activities are performed on a 100-mile mixed use corridor. In addition to the track and structures maintenance Herzog has been awarded capital and extra work for both track and signals with a value of \$20.6 million.

CapMetro, Metro Rail - Austin, TX

HTSI manages all MOW responsibilities on the CapMetro Metro Rail since its start-up in March 2010. Responsibilities include track surfacing, track structure, tie replacement, track inspection, rail flaw detection,



switch maintenance, bridge inspection and repair, signal and communications maintenance, railroad grade crossing safety devices and all other required maintenance activities for new 32 mile commuter rail system. In addition HTSI performs all the maintenance activities for the freight rail line consisting of 80-mile Right of Way.

3.b.6 Proposer's Possession of a Class A General Engineering Contractor's License

TASI has a Class A license # 861883 in the State of California. This License has been held since 2005.





3.c Customer Service Experience

HTSI understands customer service is the service we provide. We pride ourselves on the quality of the services provided and the response of our customers. Our experience is through HTSI and TASI operations. Our rail professionals are highly trained in customer service with many of our managers having served as managers for public agencies. We understand what the expectations are and what the product is to be delivered. Listed below are specific examples of customer service activities.

3.c.1 Proposer's Customer Service Experience

TASI prides itself on placing great emphasis on customer service for every commuter agency that we operate and maintain. We believe that treating the customer right and with the greatest care at all times is an attitude that begins at the top and permeates down through all levels of the organization. It's is a concept that transcends simply the responsibilities of our "Station Ambassadors" or our "Customer Service Representatives": Every one of our employees, from conductors to maintenance of way laborers, are trained in the essence of our customer service philosophy and expected to carry the message forward into their day-to-day activities. We are proud of the service record and high levels of customer satisfaction that our philosophy produces and most importantly, we are proud of the innovative ways we develop to continually improve our interactions with the customer.

For the JPB, we have assimilated the best elements of our customer service experience from around the country and assembled it into a comprehensive and unique approach. The highlight of the program proposed for the JPB is the creation of a Customer Service Division that incorporates all the elements of customer service into one entity. The Division would be headed by a Deputy General Manager with equal stature and voice as the DGMs in the Divisions of Operations and Capital Support Services, reporting directly to the General Manager. In this way, we have placed equal importance on the role of the employees involved with the customer as we have on the role of the employees involved with the maintenance of equipment, maintenance of way, stations and dispatching. Importantly, we have also elevated operations, the accountability and linkage between the management, operations, and maintenance side of our team and the customer service side.

Herzog has ongoing contracts with nine commuter rail agencies around the country. For six of these agencies, we operate their passenger service and therefore are subject to service complaints and customer satisfaction surveys. These six agencies include the Coaster in Oceanside, California, Trinity Railway Express in Dallas, Altamont Commuter Express in Stockton, California, Rail Runner Express in Albuquerque, New Mexico, Port of Los Angeles Red Car Line in San Pedro, California, and MetroRail in Austin, Texas. In all six of these agencies, service complaints and customer satisfaction surveys are handled by the commuter rail agency for which we operate service. The information gathered regarding complaints and level of satisfaction is then passed on to our General Managers, who then distributes to staff for their understanding of the customer's perspective and areas in which improvement is needed.

We are proud of our service record. Throughout our history of operating commuter rail services, we have received very few complaints regarding our service and have received high levels of customer satisfaction; the customer satisfaction surveys that we have received from the commuter agencies indicate that the customers are enormously satisfied with the services that we provide.

The complaints received per 1,000 passengers carried in the previous five years for each of the six commuter agencies we operate and have customer service responsibilities are shown below in Table 3.c.1.1.



This information is presented below.

Table 3.c.1.1

Service Complaints Received – HTSI/TASI Operated Commuter Rail Service	
Commuter Agency	Operator Complaints/1,000 Passengers
Coaster	.0003
Trinity Railway Express	.00025
Altamont Commuter Express	.0002925
Rail Runner	N/A*
Port of Los Angeles Red Car Line	N/A*
Capital Metro MetroRail	N/A*

Complaints are based on an average of the past five years. *These operations do not report in this measurement.

As shown above, the agencies for which Herzog operates commuter rail services receive extremely low operator complaints per 1,000 passengers.

Customer Satisfaction Surveys

As indicated above, Herzog is not directly responsible for conducting the customer satisfaction surveys. However, we do work cooperatively with the agencies to discuss the information and ensure that this information is disseminated to all staff in order to improve performance. The following provides the results of the periodic customer satisfaction surveys for each of the six commuter rail agencies we operate:

Coaster

Coaster conducts its own customer satisfaction survey. In the last five years of TASI’s operations of the service, Coaster has conducted five annual surveys. The results of the surveys indicated that the customers are “very satisfied” with our services.

Trinity Railway Express

As with Coaster, the Trinity Railway Express also conducts its own customer satisfaction surveys. In the last five years of Herzog’s operations of the service, TRE has conducted five annual surveys. The results of the surveys from TRE have indicated that the customers are “very satisfied” with our services.

Altamont Commuter Express

The ACE also conducts their own customer survey and transmits the results to Herzog. Surveys are conducted annually. The surveys ask passengers 36 questions addressing passenger profile data, origin/destination information, frequency of use, shuttle service use, and then information regarding their satisfaction in the vehicles,





schedules, routes, drivers, and overall. Ninety-Two percent of customers reported Good to Excellent Service.

Rail Runner Express

The Owner (Mid-Region Council of Governments) handles customer satisfaction/complaints via their Public Relations Department. Based on surveys administered by the Mid-Region Council of Governments, Herzog provides excellent customer service.

Port of Los Angeles Red Car Line

The Owner (Port of Los Angeles) handles customer satisfaction/complaints via their Public Relations Department. Based on surveys administered by the Port of Los Angeles, Herzog provides excellent customer service.

CapitalMetro MetroRail

Herzog does not have any information regarding customer satisfaction for the CapitalMetro MetroRail. Service began in April 2010.

Pending Litigation

TASI through HTSI has the following pending litigation:

1. HTSI/SFRTA-Annie Green-Personal Injury-Florida.

This case has been docketed as Case No. 502009CA003388 in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. This is a personal injury case. On or about January 22, 2007 Ms. Green was attempting to board the public commuter train owned by SFRTA in West Palm Beach, Florida. While attempting to board the commuter train in a wheelchair the train operator allegedly closed the door of the train onto Ms. Green causing a fracture to her left foot and injury to her body. Ms. Greene also alleges she suffered pain and suffering, disability, disfigurement, mental anguish, expensive hospitalization, etc. These allegations are disputed and HTSI is being defended by the Florida Department of Transportation. The Florida Department of Transportation has accepted the Company's tender of defense and John Bajger with the Florida Attorney General's Office will vigorously defend this matter. For further information you may contact Mr. Bajger at (561) 837-5000 or Andrew Liles at (816) 364-4044.

2. HTSI/Beverly Taylor-Personal Injury-New Mexico.

This case has been filed in the 13th Judicial District Court, County of Sandoval, New Mexico and has been docketed as Case No. D01329 CV10-247. Plaintiff alleges personal injuries arising out of a slip/trip and fall premises liability case alleging the defendants failed to maintain the premises in a safe condition on or about January 28, 2008. Plaintiff, Beverly Taylor, asserts that she slipped and fell as she was getting on the New Mexico Rail Runner due to sleet and ice. Plaintiff alleges there was no rail or other safety device to prevent her fall. In addition, she accuses the Defendants of being negligent for failing to provide not only the rail for her safety but also failing to clear the sleet and ice. Plaintiff further alleges that Herzog is the management for the Rail Runner and is responsible for the operation and maintenance of the New Mexico Rail Runner. The Company has tendered its defense to NMDOT and MRCOG who has accepted the defense and will vigorously defend itself in this matter. For further information you may contact Andrew Liles at 816.364.4044.

3. HTSI/Michael S. Raffer-Wrongful Death-New Mexico.

This case has been docketed as Case No. D1314CV08-1092 in the 13th Judicial District Court, County of Valencia, State of New Mexico. The Complaint was filed on September 11, 2008. The Plaintiff, Michael Griego as personal



representative of the Estate of Michael S. Raffer, deceased, has filed a civil complaint for wrongful death which allegedly occurred on or about August 24, 2007 as Mr. Raffer exited the Mid-Valley Airport through an exit that crosses over a private railroad crossing leading to State Road 314. The circumstances alleged in the Complaint are failing to maintain and operate the railroad crossing and the area around the crossing in a safe and proper manner, failure to maintain adequate warning devices at the railroad crossing and to ensure the device functioned appropriately and other acts of negligence that were the cause of the accident and injuries leading to the death of Michael S. Raffer. The Company denies any and all claims and will vigorously defend itself against same. For further information you may contact Andrew J. Liles at 816.364.4044.

4. HTSI/Roberta Jackson-Personal Injury-Texas.

This case has been docketed as Case No. 352-238579-08 in the District Court of the State of Texas in and for the County of Tarrant. This is a personal injury slip and fall case. On or about August 11, 2007, Ms. Jackson while exiting the Trinity Railway Express train allegedly fell on a slippery substance on the stairs causing her significant injury. The list of damages include: physical pain and mental anguish in the past and future, lost earnings, physical impairment, disfigurement, etc. Pursuant to its contract the Company tendered its defense to the Dallas Area Rapid Transit (“DART”). Harold R. McKeever with the Legal Department, Dallas Area Rapid Transit has timely filed an answer on behalf of the Company and is vigorously defending the Company in this matter. For further information you may contact Harold McKeever at (214) 749.3043 or Andrew Liles at (816) 364-4044.

5. Janello v. National Railroad Passenger Corporation (Amtrak), et al., including HTSI.

Our File No. 735-0

Case No. CL-02-15198-AA, Circuit Court for Palm Beach County, Florida. On or about April 17, 2003, Plaintiff served HTSI with an Amended Complaint naming HTSI as one of many defendants. Plaintiff alleged that on or about December 20, 1998, Plaintiff was struck and severely injured by an Amtrak train. In Count II asserted against HTSI, Plaintiff asserts that “Herzog owed a duty . . . to use reasonable care in the manner in which it operated and/or maintained the Amtrak train”. The Company is not aware of any duty which HTSI owes to maintain or operate any Amtrak trains and have so advised Mr. Robert Van Horne, the Assistant General Counsel to the Florida DOT, who is defending HTSI in this action. HTSI requested they seek a dismissal of HTSI, which they’ve indicated they will attempt to obtain a summary judgment on the grounds that the Plaintiff’s Amended Complaint fails to state a claim upon which relief can be granted against HTSI. Should you have further questions, Assistant Florida Attorney General John Bajger is the attorney handling the defense and his telephone number is (561) 837-5025.

FTA Civil Rights Complaints

TASI has no complaints to the FTA’s office of Civil Rights.

HTSI On-time performance, vehicle availability

Below is table 3.c.1.2 that depicts the performance measures for the past five years for each of the commuter rail services that HTSI operates and has customer service responsibilities. We believe that the results indicate service levels unmatched by any contract operator of commuter rail services.



Table 3.c.1.2 On-time performance and customer satisfaction

HTSI & TASI	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009
Coaster					
On-time Performance	N/A	99%	99%	99%	99%
Vehicle Availability	N/A	100%	100%	100%	100%
Vehicle Cleanliness	N/A	Excellent	Excellent	Excellent	Excellent
Customer Satisfaction	N/A	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied
Trinity Railway Express					
On-time Performance	99.6%	99.9%	99.8%	99.9%	99.9%
Vehicle Availability	100%	100%	100%	100%	100%
Vehicle Cleanliness	Excellent	Excellent	Excellent	Excellent	Excellent
Customer Satisfaction	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied	Very Satisfied
Altamont Commuter Express					
On-time Performance	100%	99.99%	100%	100%	100%
Vehicle Availability	100%	100%	100%	100%	100%
Vehicle Cleanliness	Good-Excellent	Good-Excellent	Good-Excellent	Good-Excellent	Good-Excellent
Customer Satisfaction	Good-Excellent	Good-Excellent	Good-Excellent	Good-Excellent	Good-Excellent
Rail Runner Express					
On-time Performance	N/A	99.84	100%	99.96%	99.92%
Vehicle Availability	N/A	N/A	100%	100%	100%
Vehicle Cleanliness	N/A	N/A	Good-Excellent	Good-Excellent	Good-Excellent
Customer Satisfaction	N/A	N/A	Excellent	Excellent	Excellent
Port of Los Angeles Red Car Line					
On-time Performance	99%	99%	99%	99%	99%
Vehicle Availability	100%	100%	100%	100%	100%
Vehicle Cleanliness	Excellent	Excellent	Excellent	Excellent	Excellent
Customer Satisfaction	Excellent	Excellent	Excellent	Excellent	Excellent



HTSI & TASI	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009
Capital Metro MetroRail					
On-time Performance	N/A	N/A	N/A	N/A	N/A
Vehicle Availability	N/A	N/A	N/A	N/A	N/A
Vehicle Cleanliness	N/A	N/A	N/A	N/A	N/A
Customer Satisfaction	N/A	N/A	N/A	N/A	N/A

3.c.3 Customer Complaints Resolution and ADA Compliance

TASI is very proud of our service record and the numbers provided above. Throughout our history of operating commuter rail services, we have received very few complaints regarding our service and have received very high levels of customer satisfaction; the customer satisfaction surveys that we have received from the commuter agencies indicate that the customers are enormously satisfied with the services that we provide. Figure 3.c.3 below shows how a customer complaint will always be heard, whether it is reported directly to JPB, to TASI, or any TASI employees.

Figure 3.c.3



Working Relationships with Disabled Advisory Groups/Accessible Transit Services Staff of Agencies.

It has been TASI’s experience with the commuter agencies we operate that disabled advisory groups work directly with the commuter rail agencies for their primary point of contact to discuss issues and explore ways to make services more accessible. In every instance, however, TASI assists the agencies in evaluating and implementing the proposed improvements. This assistance can take various forms that range from simply implementing changes to understanding and developing operationally feasible alternatives that will improve the service to passengers needing assistance including interface with advisory groups as the agency determines.



Experience in Developing/Administering Training Programs for Train Crew and Other Customer Service Personnel.

As mentioned, we provide extensive training for all of our employees with regard to ADA compliance and sensitivity. We provide staff with a training course that includes ADA training addressing a wide range of issues regarding meeting special needs of the customer. Our training includes, but is not limited to:

- Appropriate Terms and Conditions
- Wheelchair Etiquette
- Visual Disabilities
- Hearing Disabilities
- Sign Language
- Speech Disabilities

Experience with Complaint Investigation/Follow-Through.

Although TASI has never had complaints made against them with regard to passengers needing assistance, we would nonetheless conduct a thorough investigation of any such event. The results of any such investigation would be presented and discussed with the agency, as are other similar types of complaints concerning the services provided by TASI. Should the investigation reveal shortcomings in the services being provided, corrective action would be instituted, including a revision of the procedures as required and appropriate remedy training for employees involved.

3.c.4 Customer Service systems/innovations

As indicated throughout this section, TASI prides itself on the attention we direct to customer service. It is not an aspect of our responsibilities that we take lightly or that we believe is secondary to the other aspects of our contracts. We place it as number two in priority after safety. For every commuter rail service that we operate, we strive to achieve above and beyond the goals and objectives set forth by the agency and by TASI. We believe that the only means of achieving high standards of excellence when it comes to customer service is to be innovative; to continually identify ways in which we can make the commute experience more pleasurable, more comfortable, more fun, and more convenient. Below are customer service systems and innovations.

Mystery Rider Program on the NCTD Coaster and ACE

To obtain a more accurate measurement of our performance in terms of customer interaction, TASI implemented a "Mystery Rider" program on a quarterly basis on the NCTD Coaster. We have college students and other members of the public ride the trains and covertly critique our performance. Each student is provided with instructions for conducting the checks in the form of pre-printed checklists. These include observation items related to stations; crew behavior and performance; ride quality; equipment maintenance and cleanliness; etc. The results of these ride checks are analyzed in order to identify trends and possible employee performance and training development programs. All analysis data is shared with the Coaster's staff.

Rail Runner Customer Service Systems

- On board ticket agents provide face to face interaction with customers while serving as transit ambassadors
- On board reference manuals provide crew members with FAQ, bus/ shuttle routes and visitors information
- On board kiosk provide passengers with updates and special events



- Station kiosk with posted schedules, special events, updates and intercom allowing communication with customer service representative
- Station and parking lot cameras monitored by customer service representatives
- Station PA system allows customer service representative to audibly inform passengers of current train status and safety concerns
- Station LED signs allow customer service representative to display information





3.d Construction Support Experience

TASI will manage all construction support. Through the family of Herzog companies, TASI has four decades of experience providing service to the railroad industry (including Class 1 freight railroads) and more than 15 years experience providing construction support to commuter rail systems.

3.d.1 Construction and Operations Interface

Listed below are three examples of projects where Herzog provided construction support management and operations interface.



Trinity Railway Express

HTSI had overall responsibility for integrating the construction activities with the continuing commuter rail operations for Phase 1 of the Trinity Railway Express. The overall goal was to minimize the impact of the construction activities on the commuting public while expeditiously completing the project to allow service expansion to commence as scheduled. Despite eight different construction sites with five different contractors, the service continued on time without ever having to cancel a scheduled train or instituting substitute bus service. This was accomplished by detailed planning by operational personnel with the general contractor. Weekly planning meetings were held at which a two-week construction activities schedule was prepared on a two-week rolling basis. This enabled operations staff to minimize disruptions by changing equipment manipulations and servicing and fueling equipment at remote locations when access to and from the maintenance facility would be impaired by construction activities. Daily meetings were also held between the contractors and the operations staff to review the previous day's activities and plan the current day.

Tri-Rail

In South Florida, HCC was both the operator of the Tri-Rail commuter operation and the rail constructor for the South Florida Rail Transportation Authority for the Tri-Rail Double Tracking project. HCC provided the construction support throughout this \$250 Million dollar project over a 72 mile mixed use corridor owned by FDOT, sharing operations between the Tri-Rail commuter trains, CSX switching operations and through freight and Amtrak intercity trains. HCC managed the construction support with all respective operators, authorities and state agencies including the FRA. This task was accomplished through carefully coordinated weekly construction meetings regarding the reviews of completed tasks, safety performance and scheduling of EIC's, POC's and requested track outages. HTSI's General Manager and the construction Project Manager along with other corridor users regularly attended these meetings and participated with the planning strategies. This project was completed in conjunction with the safe operation of the current levels of service. In fact, service levels were increased from 28 to 40 weekday trains in a seamless transition before the construction was complete.



Rail Runner Express

During MRCOG's Santa Fe expansion, Herzog was both the operator of the New Mexico Rail Runner Express commuter rail operation and the rail constructor for a Joint Venture project on the Phase 2 and Phase 3 Santa Fe expansion. HTSI provided the construction support throughout this \$128 Million dollar project which consisted of over 22 miles of new rail construction and installation complete with new bridges and tunnels. The southern part of this phase traverses a 3.24% grade over four miles with the remainder of the work built through the median of Interstate 25. This significant work required the removal and redistribution of millions of cubic feet of soil and rock. The "Duck under" into the interstate required major lane changes and detours for the completion of the tunnel work. Phase 3 entailed a comprehensive compete re-alignment of the Santa Fe Southern Railroad into downtown Santa Fe. Both phases included the installation of a new CTC signal system along with switch heaters.

In preparation of the new service, it was essential to perform capital work on the existing mainline for the rehabilitation and upgrading of existing sidings and signals to accommodate the anticipated new service. Some of the enhancements included lengthening the sidings and the installation of CTC on the existing mainline. This corridor is a mixed use corridor owned by NMDOT, sharing operations between the New Mexico Rail Runner Express commuter trains, BNSF switching operations and through freight and Amtrak intercity trains. HTSI managed the construction support services with all respective operators, authorities and state agencies including the FRA. This task was accomplished through carefully coordinated daily construction meetings with the Project Manager and the General Manager of HTSI regarding the reviews of completed tasks, safety performance and scheduling of requested flaggers and requested track outages.

This project was completed safely and ahead of schedule. In addition to this milestone, it should be noted that this required significant coordination to operate qualification trains in the new territory. In fact, all of the above was successfully accomplished in conjunction with the safe operation of the current levels of service. In December 2008, this project was complete and service levels increased from 21 trains over 50 miles to 24 trains per weekday over 100 miles of commuter rail.

3.d.2 Qualified Technical Personnel

HTSI employs the most knowledgeable and experienced railroad personnel in the industry. Since its inception in 1993 HTSI has attracted the highest quality of railroad professionals from flaggers to managers. HTSI has been successful in providing qualified technical personnel at all of our various projects whether new construction or capital projects. Personnel are provided the appropriate technical training in the various fields with refresher training as needed. A large part of our success is how we promote from within the ranks to positions as needed with our continuous growth. This process enables HTSI to mobilize technical forces as needed. Maintaining healthy relationships with our employees is a necessity in our future success which contributes to high moral. The majority of our employees are professionals that have worked alongside each other for many years, therefore creating the best team for the job. The knowledge and experience of our employees can be seen in section 3.e Key Management Personnel Resumes. Our results are driven by the effectiveness and the experience of these managers on all projects including the projects referenced in section 3.d.1.

3.d.3 Qualified Protection personnel

The combined experience of TASI, its parent company HTSI, and its sister company HCC, brings an organization with unique qualifications and capabilities to manage the significant construction activities and coordinate their execution with operations to ensure minimal impact on the commuting public. We have extensive experience



in performing and managing rail construction projects on active rail lines, including commuter rail, freight and light rail.

HTSI maintains ROW around the country for numerous rail miles providing protection services for its own maintenance, capital projects and third party contractors. In one project on the Trinity Railway Express, HTSI simultaneously provided flagmen for five contractors at eight different construction sites involving bridge construction, track renewal and construction, station construction, equipment maintenance facility improvements and surveying. Furthermore, HCC has provided project protect personnel on all of our projects, including the referenced examples in section 3.d and numerous other major railroad capital projects, many in excess of \$100 million.

3.d.4 Roadway Worker Protection, GCOR, FRA, Track and Signal Training

HTSI provides roadway worker protection, safety, operating rules and physical characteristics training to all contractor employees qualifying them to move equipment, take track authorities, etc. On all projects, including those referenced in section 3.d.1, HTSI provided training in these areas. Additionally, as a railroad construction contractor for almost forty years, HCC has been providing similar training for employees and subcontractors for projects on commuter rail systems, Class 1 railroads and light rail systems for many of these projects. HCC's resources in this area will be available to TASI.

3.d.5 Specialized Rail Construction Support Equipment

As a railroad construction contractor, HCC, owns and/or has access to a wide variety of specialized railroad construction equipment. HCC, in fact, holds numerous patents to innovative construction equipment that it has designed and constructed. In reviewing the specific specialized equipment requirements of the RFP, Herzog has supplied and has experience in the operation of all the equipment designated. TASI has available specialized equipment which could be assigned to Caltrain services as required. HCC owns production tampers, automated ballast cars, MOW machines, the Cartopper, the PLUS Train, the Multi-Purpose Machine, the Rail Unloading Machine, high rail dump trucks, cranes, and an arsenal of other specialized/patented equipment which may be made available. We provided some or all of this rail construction support equipment to the projects listed in 3.d.1 and to the construction of numerous other double track projects.

3.d.6 Financial Management and Reporting - Construction Support

HCC is primarily a construction contractor having performed numerous large scale construction projects. For all of these projects, HCC performed the financial management function and ensured that the projects were completed on time and within budget. HCC's financial management resources will be available as needed in both mobilization and after project commencement to ensure that superior financial controls are established. These systems and services are part of the overhead general and administration expense. In addition, TASI has performed construction management, capital support and additional services for numerous construction projects. Duties performed parties to ensure financial control have included the following:

- Developed appropriate work breakdown structure and schedule to define manageable work tasks;
- Monitored work progress on both schedule and budget;
- Reported any variance in the progress of the work and establish appropriate plan of corrective action;
- Reviewed progress and implemented corrective action plans;
- Continuously monitored costs and identified any variances;
- Issued regular monthly financial reports showing the financial status of all construction activities.



3.e Qualifications and Experience of Proposer's Firm & Key Management Personnel

TASI has assembled a team of experts to manage Caltrain. To the extent possible we have included the resumes of these management personnel. There are resumes we have not provided. This is because TASI may have 13c obligations with respect to current employees of the current operator, and the fact that the current operator has discouraged current employees from communicating with TASI. Others are currently employed and do not wish it be known that they are considering other employment opportunities. Resumes for management personnel begin on the following page.





Personnel

Resumes are included for the following team members.

Name	Title
Gerald Francis	General Manager
Michael Rogers	Deputy General Manager Administration and Finance
Brian Hadley	Deputy General Manager Safety, Training and Compliance
Richard Bellew	Deputy General Manager Maintenance of Way
Fred Boddy	Deputy General Manager Maintenance of Equipment
Douglas Honn	Deputy General Manager Customer Services and Support
Kevin Beejack	Deputy General Manager Operations
Jomo Palmer	Construction Business Administration/Field Support
Jason Diloli	Superintendent Track and Structures
*	Superintendent C&S
Robert Schwartz	Stations and Facilities Manager

* Denotes a position in which confidentiality is essential for that candidate as discussed in Section 3.e of this proposal.



Gerald Francis

General Manager

Summary

Throughout 28 years of leadership in the transportation industry, Gerald Francis has applied vision, drive, strong industry knowledge, and business expertise to operating safe, efficient, and customer-focused rail, bus and paratransit services. He has a solid track record of proactively building, remediating, and transforming large-scale operations into high-performance organizations that deliver outstanding customer service. He has successfully leveraged available resources by strategically realigning operating/capital funds to maximize meeting operational needs while redefining business practices and implementing new technology to ensure a safe-and-reliable system.

Deputy General Manager and Chief Operations Officer - Washington Metropolitan Area Transit Authority, Washington D.C.

Manages an annual operating budget of \$1.1 billion and an annual capital program of \$700 million. Reports directly to the General Manager/Chief Executive Officer and manages both the Board Planning, Development and Real Estate Committee and the Board Customer Service, Operations and Safety Committee working closely with Board members and the Tri-State Oversight Committee. Established productive relationships with Congressional, national, regional, local oversight groups, Metro Board members, regulatory agencies and citizen groups to advance Metro's initiatives and promote transit as a whole. Successfully developed Metro's communication initiative through a matrix team approach working with Metro's Board members, Riders Advisory Council, local non-profit groups.

Manages and directs a 106-mile, 86-station above-ground and tunnel rail system, the nation's second-largest municipal heavy rail system, moving 750,000 rail passengers daily; manages a 12,000 stop, 307-route, 173-line bus system covering 1,500-square miles, the nation's fourth-largest municipal bus system, moving 450,000 bus passengers daily; manages an 8,000 trip-per-day paratransit system, the nation's 8th-largest paratransit system. Manages and directs all daily rail, bus, paratransit, and engineering operations, customer service, scheduling, training, operations control center, maintenance of infrastructure and rolling stock, vertical transportation that includes 9,500 employees, 544 escalators, 237 elevators, 1,200 rail cars, 1,500 buses, and 500 paratransit vehicles in the active fleet. Operational achievements include:

- Grand opening of the Nationals' new baseball park in April 2008: Successfully carried 1.2 million rail and bus passengers.
- Historic Papal visit to Washington, DC in April 2008: Successfully carried 1.3 million rail and bus passengers.

Years of Experience:
28

Education:
Creighton University -
Business Administration

Training/Certifications:
Certified trainer in Total Quality Management with the responsibility for implementation to all operations personnel within Union Pacific Railroad.

Attended Sr. Leadership Development training at both Dallas (DART) and Los Angeles (LACMTA).

Certified Instructor in various training programs:
Frontline Leadership
Time Management
Problem Solving
Communication Skills
Strategic Planning
Delegation



Gerald Francis (continued)

- Obama Presidential Inauguration in January 2009: Successfully carried the highest ridership in Metro's history, 1.54 million rail and bus passengers.

Directed the 3,900-employee bus reorganization, eliminating 5 levels of management to provide direct responsibility and accountability to managers for bus safety, efficiency, and on time performance while establishing clear lines of bi-directional communication with an emphasis on front-line employees and customers. This resulted in improving the on-time performance from 60% to 75% within the first year. Improved labor relations with local unions by collaborating with the union leadership to resolve open grievances, revise procedures and develop a consistent discipline approach. Initiated and conducted monthly meetings with the union employees to candidly discuss issues and seek resolution by defining accountability for all parties.

Completed \$1 billion of capital projects, including rail yard expansions, openings of parking garage, bus transfer facility, police station, and advancement of the 13-mile extension to Dulles Phase I; upgrade of Metrorail traction power equipment to enable 8-car train operations. Established new capital contracting approach with the implementation of infrastructure segment contracts that reduce Metro's cost through economies of scale, consolidated approach and minimized single tracking. Proactively created capital rehabilitation programs for major rolling stock components that maximized the useful life of the asset, improved reliability and reduced costs.

Strategically planned the next-generation rail asset transformation, including complete renovation of 106-miles of the Metrorail system infrastructure (track, system components, and facilities), implemented new track circuit diagnostic testing procedures that identifies abnormalities and maximizes overall system safety. Delivered and put into revenue service 184 new railcars. Implemented advanced technology tools such as the Loss of Shunt to identify system abnormalities and maximize overall system safety. Implemented 5-year procurement for 500 buses; successfully delivered 22 articulated and 203 Hybrid Electric.

Implemented high-technology, predictive Next Bus arrival services simultaneously to 12,000 bus locations with a 99% bus arrival prediction accuracy to bus riders at their stops. Managers are provided the tools to identify bus bunching and implement corrective actions, thus improving on-time performance and customer service.

Training/Instructor
in Performance
Management Rail
Operations

Switchman/brakeman
training certification- Union
Pacific RR (Salt Lake City)

Dispatcher training - Salt
Lake City& Kansas Division

Controller/Dispatcher
certification MetroLink light
rail system in St. Louis, Mo.
Light Rail Operator
certification in St.
Louis(MetroLink) and Dallas
(DART).

References:

Gary C. Thomas
President/Executive
Director
Dallas Area Rapid Transit
(DART)
(214) 749-2544

Roger Snoble
Former CEO
Dallas Area Rapid Transit
(DART)
Los Angeles County
Metropolitan Transit
Authority (LACMTA)
(323) 333-8300

Jackie Jeter
President
Amalgamated Transit Union
Local 689
(301) 568-6899



Gerald Francis (continued)

General Manager, Rail Operations - Los Angeles County Metro, Los Angeles, CA

Managed and directed all daily bus/rail operations for an 18,500 stop, 189-line bus system covering 1,433 square miles with a fleet of 2,100 buses and a 13.7-mile, 13-station rail system with a fleet of 153 rail cars. Served as the agency's representative to regulatory agencies, community organizations, and the public. Reported to the Deputy General Manager and managed a staff of 1,010 employees, with eight direct reports responsible for an annual budget of \$228.2 million.

Presented the monthly Rail Operations Report to the Board Operation and Construction Committee and a bi-weekly briefing to the Operations Committee's chair. Developed, implemented, and directed Rail Operations objectives, goals and strategic business plans. Provided direction and support to all rail operation functions to ensure attainment of MTA's vision, mission, values and goals. Worked closely with California Public Utility Commission (CPUC) to establish standards and practices for regulatory and safety oversight over light rail transit operations. Established the first Rail Capital Oversight Team responsible for creating a multi-year capital program that prioritized agency needs, ensured project schedule adherence and resulted in meeting 90% of the forecasted budget expenditure. Facilitated the Rail Strategic Performance Plan identifying clear departmental specific, measurable, action-oriented, realistic and time based (SMART) objectives that enabled the development of detailed management action plans for all responsible parties.

Successfully opened the \$900 million, 13.7-mile Metro Gold Line extension linking Los Angeles to Pasadena delivering service to the public commencing July 2003, on time and under budget through close coordination with Metro Gold Line Construction Authority. Metro Gold Line project serves as a catalyst to not only improve access to mass transit, but also to revitalize infrastructure and the urban landscape.

- Managed the \$150 million procurement of 50 light rail vehicles.
- Responsible for the development and oversight of the \$202 million rail/bus financial plan.
- Agency was named "Transit Agency of the Year for 2006" by APTA.

Assistant Vice President, Rail Operations - Dallas Area Rapid Transit (DART), Dallas, TX

Executive level operational oversight of DART's Rail Operations including both day-to-day transportation and operations control center responsibilities ensuring DART met its operating goals. Managed the development and implementation of directives and programs for the rail division in the areas of organizational procedures, passenger safety, and adherence to operating schedules, personnel management, training curriculums, and labor relations. Managed a \$55 million operations budget and a \$20 million capital budget and implemented Convention Center and Service and Inspection Facility expansions.

Prepared and delivered presentations to the DART Board of Directors. Worked closely with Texas Department of Transportation (TDOT) to ensure adherence to safety and security practices, and facilitate compliance with the American Public Transit Association's guidelines for the development of rail transit system safety program plans.



Gerald Francis (continued)

- Opened the 20-mile; 14-station DART light rail starter system.
- Directed the opening of two new light rail extensions, Garland and Plano.
- Agency named “Transit Agency of the Year” by APTA in 1997.

Senior Manager, Central Rail Operations

Responsible for the recruitment, training, and day-to-day management of Central Rail Operations union and supervisory staff. Managed the planning for all major engineering work. Monitored adherence to operational standards, rules, and regulations, as well as health and safety legislation. Acted to restore and maintain services affected by operational incidents, bad weather, staff shortages and equipment failure.

- Developed and deployed safety and performance standard surveys and analyses.
- Consistently achieved on-time Rail performance goals.
- Directed the opening of the first Light Rail system.

Transportation Supervisor/Controller - Bi-state Development, St. Louis, MO

Responded to and investigated rail accidents and incidents coordinating closely with emergency response agencies/teams. Conducted interviews with operators and witnesses and was responsible for developing well documented accident reports. Directed train operators during emergencies, equipment breakdowns, and service delays. Operated Rail Control Center equipment that monitored and directed train movements, and resolved operational problems. Member of the Metrolink light rail system starter team. Worked closely with Missouri Department of Transportation (MDOT) safety oversight commission to ensure BSD’s compliance with established standards and practices and to develop new guidelines and procedures for state-wide implementation.

Union Pacific Railroad

Safety Management

Training in System Safety Program Plan management (DART/LACMTA/Metro).

Dupont Safety Resources training (LACMTA/Washington Metro):

- Incident and Injury investigation
- Performance Management
- Return to Duty program
- Operation Rules and Procedures
- Safety Conversation/Job briefing Training
- Certified in administering CPR

Certified Instructor with Transit Safety Institute (TSI), Oklahoma City:

- Taught varies training programs:
 - Industrial Safety



Gerald Francis (continued)

Safety Management (continued)

- System Safety Program Plan
- Incident/accident investigation
- Emergency Management Training

Received training in Federal Railway Administration rules and regulations.

As Manager of Safety for UPRR responsible for adherence to above rules and procedures.

Received training in OSHA regulations, similar to above responsible for compliance.

Operation/Maintenance

Training/Instructor in Performance Management Rail Operations

- Calculate and analyze mean distance between failure
- Calculate and analyze On Time Performance
- Establishing programs to address slow order reduction
- Operation versus budget training

Switchman/brakeman training certification- Union Pacific RR (Salt Lake City)

Engineman Training certification (Salt Lake City)

Dispatcher training - Salt Lake City& Kansas Division

Controller/Dispatcher certification MetroLink light rail system in St. Louis, Mo.

Training Railroad Signal Engineering.

Light Rail Operator certification in St. Louis (MetroLink) and Dallas (DART).

Human Resource/Administration

Certified trainer in Total Quality Management with the responsibility for implementation to all operations personnel within Union Pacific Railroad.

Attended Sr. Leadership Development training at both Dallas (DART) and Los Angeles (LACMTA).

Certified Instructor in various training programs:

- Frontline Leadership
- Time Management
- Problem Solving
- Communication Skills
- Strategic Planning
- Delegation



Michael Rogers

Deputy General Manager Administration and Finance

Summary

Mr. Rogers has 33 years experience as an office manager for various mass transit construction projects throughout the country. Currently, he is the manager of administration for the Herzog Western Regional Division, responsible for daily operations of all field offices, financial reports and projections, human resources, EEO, budgetary reports, bid submittals, and assists the vice president. Michael is an active member of his community, serving on the Oceanside Santa Margarita Family YMCA Board of Directors and the Sickle Cell Disease Foundation of California Board of Directors.

Manager of Administration - Herzog Contracting Corp., Western Regional Division, Oceanside, CA

Responsible for daily operations of all field offices, financial reports and projections, human resources, EEO, budgetary reports, bid submittals, assistant to vice president

Office Manager - Herzog Contracting Corp., Various Projects, Various Locations

Managed offices for various mass transit construction projects.

Projects included:

- Southern California Regional Rail Authority
- Baltimore MTA Light Rail
- Washington D.C. Metropolitan Area Transit Authority
- Los Angeles County Transportation Commission

Responsible for payroll, accounts payable, accounts receivable, subcontractor payments, equipment reporting, profit/loss reports, pay estimates, change orders

Office Manager - Wm. A. Smith Construction Company, Various Locations

Managed offices for various mass transit projects including Baltimore MTA Light Rail Extension, Philadelphia Transit Authority, and Metropolitan Atlanta Regional Transit Authority. Responsible for payroll, accounting, accounts payable, correspondence, bank reconciliation, EEO reports, banking and petty cash accounts, and purchasing

Office Manager - Atlas Railroad Construction Corp., Washington, D.C.

Washington MTA Trackwork Project duties included payroll, accounts payable, voucher preparation, correspondence, equipment accounting, jobsite banking, budget and finance

Years of Experience:

33

Education:

West Virginia University,
Morgantown, West Virginia
- Bachelor of Science in
Business Administration

Training/Certifications:

Member of American
Management Association
(AMA)

Current Member of Society
for Human Resource
Management (SHRM)

Past Member of Caltrans
Mentor/Protégé State
Advisory Board

Past Member of Associated
General Contractors (AGC)
Workforce Development
Committee and AGC
Emerging Contractor
Committee

**Michael Rogers (continued)****Office Manager - Loram Construction Inc., Various Projects, Various Locations**

Office Manager for trackwork projects in Miami, FL, and Cleveland, OH. Duties included general ledger preparation, journal entries, equipment accounting, payroll preparation, accounts payable, typing, answering telephone.

General Office Clerk and Bookkeeper - Gray Lumber Company, Beckley, WV

Duties included bookkeeping, general ledger and all subsidiary ledgers, accounts payable and receivable, bank deposits, credit manager, inventory control, computer processor, data entry .

Current Trustee AGC of California Health Trust, Member of Government Relations Committee for AGC

Chairman of the Board of Directors for the Sickle Cell Disease Foundation of California

Current Member of the Oceanside Santa Margarita Family YMCA Board of Directors

References:

Mary Brown
CEO/President
Sickle Cell Disease of California
(310) 693-0257

Jackie Patterson
President
JL Patterson & Associates
(714) 835-6355



Brian J. Hadley

Deputy General Manager Safety, Training and Compliance

Summary

Mr. Hadley has fifteen (15) years of railroad experience specializing in the area of safety operations. Over his fifteen years of experience he has operated, managed, and continually trained for all safety functions. His safety training began with his position as a locomotive engineer for the UPRR. As such he saw the necessity and absolute importance of safety from the level of operations where concentration upon safety is the most integral. Brian's attention to and leadership in safety caused him to be elevated to the level of instructor, and further to safety manager of 65 engineers for UPRR. His excellence in safety was further recognized as he was hired as Regional Safety Manager on a Shortline railroad, and then Director, Commuter Operations where has ensured the safety on this 32 mile commuter corridor since.

Director, Commuter Operations, Herzog Transit Services Inc., Austin, TX

- Oversee operations and dispatching of 32 mile commuter corridor
- FRA 217,219,240 plan administrator
- Led 67 employees to 1 year injury free and counting

Regional Safety Manager, WATCO Companies, Inc., Gulf Region (8 States)

- Supervised safety for the shortline railroad in 8 states
- Oversaw all safety compliance on the shortline railroad

Locomotive Engineer, Union Pacific Railroad, Houston, TX

- Safely operated as class 1 engineer
- Implementation team member for Total Safety Culture

Manager Operating Practices, Union Pacific Railroad, Mankato, MN

- Directly responsible for ensuring compliance of safety and operating rules
- Supervised 65 Engineers on 278 miles of territory
- Completed training for downloading and analyzing event recorders
- Led assigned employees to 7 quarters injury free

Instructor/Team Leader, Union Pacific Railroad, System wide

- Safely implemented RCO operations at all major terminals
- Taught GCOR and RCO in a classroom setting
- Coordinated training of over 2000 employees
- Completed CFR part 240 training to become DSLE/DSRCO

Locomotive Engineer, Union Pacific Railroad, New Orleans, LA

- Safely operated as Class 1 Engineer
- Completed Yardmaster training
- Participated on safety committee

Years of Experience:

15

Certifications/Training:

Class 1 Engineer

Class 6 Remote Control Operator

Education:

Southeastern Louisiana University



Richard Bellew

Deputy General Manager Maintenance of Way

Summary

Mr. Bellew has 11 years experience in the rail industry. He began his career with BNSF where he worked his way up to Roadmaster and was responsible for crews up to 32 employees and a budget of \$3.2 million. As Safety Inspector for the FRA, Mr. Bellew inspected the entire railroad infrastructure in New Mexico and multiple locations in Texas and Louisiana. His responsibilities included ensuring regulatory compliance with the Track Safety Standards and Roadway Workplace Safety Regulations, violation reporting, and derailment and fatality investigations. Currently, Mr. Bellew is General Superintendent for Herzog's Rail Runner Project in Albuquerque, NM. His responsibilities include supervising maintenance activities, track inspection, FRA requirements, and maintenance work activity plan management.

General Superintendent – Rail Runner, Albuquerque, NM

As General Superintendent, Mr. Bellew manages the maintenance of way department employees as well as the maintenance plan and inspection process. In addition to the maintenance managing, training of up and coming employees is a large part of this job. Other Responsibilities include:

- Direct supervision of maintenance activities
- Oversee track inspection and FRA requirements
- Maintenance work activity plan management

Safety Inspector – USDOT (FRA), Albuquerque, NM

Mr. Bellew obtained a safety sensitive position with the Department of Transportation, Federal Railroad Administration. During his year with the FRA, he inspected the entire railroad infrastructure in New Mexico and multiple locations in Texas and Louisiana. This job allowed me to contribute to the industry by enforcing safety and the government role with inspections and Roadway Worker Compliance. Mr. Bellew also participated in mentoring Class I railroad Track Supervisors. It was also part of his responsibilities to communicate with public stakeholders as well as the railroads. He would communicate by presentations at safety meetings that discussed Roadway Worker Protection statistics and laws. Other Responsibilities include:

- Ensure regulatory compliance with the Track Safety Standards and Roadway Workplace Safety Regulations
- Violation report writing
- Railroad derailment and fatality investigations

Years of Experience:

11

Education:

University of Phoenix
Bachelor of Science in
Business Management

Master of Business
Administration

Training/Certifications:

FRA Part 213 Qualified

FRA Part 214 Qualified

RWP Qualified

Access I Training-Cert.

Excel I and II Training-Cert.

Microsoft Office Proficient

Adobe Acrobat Editor

Microsoft Windows XP

Microsoft Windows 7



Richard Bellew (continued)

Roadmaster – BNSF Railway, Fort Sumner, NM

Mr. Bellew hired with BNSF in 1999 as a Trackman/Laborer. He worked his way up through the ranks of Truck Driver, Assistant Foreman, Foreman, Track Supervisor/Inspector, Assistant Roadmaster, Roadmaster, and Temporary relief of the Manager of Roadway Planning. During this time, he planned and installed multiple switch and crossing projects. In addition, Mr. Bellew planned and coordinated multiple rail, tie, and construction gangs on his territories. He has managed crews from 3 to 32 employees. His operating budget while working as a Roadmaster was \$3.2 million, which I was responsible for managing. In addition to the operating budget, the capital budget ranged from \$3-5 million yearly. Responsibilities include:

- Plan, coordinate, and supervise maintenance and capital on a specific territory
- Ensure regulatory compliance with the FRA Track Safety Standards
- Perform inspections by riding trains, walking and by rail
- Address technical training, safety training, and following up on safety issues.
- Ensure compliance and application of company policies
- Manage a multi-million dollar operating and capital budget
- Investigate and make recommendations after derailments and injuries
- Perform audits and training of inspectors across the BNSF network
- Perform monthly presentations pertaining to safety and the status of the territory
- Plan and recommend capital maintenance requirements

In his time with BNSF, Mr. Bellew spent a year on the standards committee helping to change standards for products currently in use on Burlington Northern Santa Fe (BNSF) and Union Pacific Railroads.

References:

Robert Faaborg
USDOT
Federal Railroad
Administration (FRA)
Safety Specialist
Phone (817) 862-2243

Cody West
BNSF Railway
Roadmaster
(505) 948-1877

Larry Caston
Union Pacific Railroad
Manager Track
Maintenance
(915) 534-3711
(915) 497-1513



Fred C. Boddy

Deputy General Manager Maintenance of Equipment

Summary

Mr. Boddy's 20+ years of equipment and facility maintenance management experience provides Caltrain with the highest standard DGM, MOE. He has 30+ years of experience in the railroad industry throughout North America successfully managing large passenger rail operations. Fred's extensive training from agencies such as CN and VIA has made him an asset to every rail operation he has been involved with. Over his tenure as a rail management professional he has experienced every facet of passenger rail operations, which makes him integral to the upcoming transition process.

Herzog Transit Services, Inc.

Assistant Vice President, Equipment & Facility Maintenance, 2004-Present

- Provides general oversight to all HTSI maintenance and facility projects in North America.
- Direct development of vehicle facility and maintenance program plans including training.
- Serves as a resource for knowledge and expertise for on-site maintenance supervision.
- Provides internal audit function for quality and safety related to maintenance and facility training activities.

Manager, Equipment Maintenance, 1996-2004

- Directs staff of supervisory and craft employees maintaining TRE railcar fleet of mixed vehicle types.
- Managed the acceptance of 13 remanufactured RDC cars.
- Created preventive maintenance programs for all TRE vehicles.
- Implemented start up service.
- Managed the acceptance of 6 F-59 locomotives and 14 car bi-level coach fleet.
- Managed the expansion of maintenance activities necessary to expand from 500 car miles/day to 5000 car miles/day.
- Developed and supervised implementation of TRE vehicle capital plan, developed RDC modifications to correct design/quality deficiencies.

Via Rail Canada

Operations Manager Equipment Maintenance, 1994-1996

- Directed a staff of 21 supervisors and 190 unionized employees to perform scheduled and unscheduled maintenance on VIA rolling stock.

Years of Experience:

30+

Education, Training, and Certifications:

Stevenage Technical, Served a 5 year apprenticeship (ICT)

England Mechanical Technical Diploma

Diploma in Performance Enhancement (VIA)

Group Problem Solving (CN)

Whims (VIA)

SIT (CN)

Air Brake System (CN)

Situational Leadership (VIA)

Quality Circles (CN)

Dome Course (CN)

Trans. Analysis (VIA)

Break through Strategies (VIA)



Fred C. Boddy (continued)

- Implemented a locomotive truck overhaul program for VIA rail that produced a \$370K saving in 1995.
- Reduced supervision and administrative support staff by 10% without impacting the performance of the operation.
Reduced employee headcount by 10% through modifying work flow and workloads.
- Implemented performance enhancement programs to improve quality and reduce lost time injuries.
- Operated within the budget funding of \$17 million by monitoring material usage and effectively utilizing manpower.

Director of Equipment Maintenance, 1991-1994

- Directed operations with a budget of \$22 million and a staff of 300 unionized workers and 76 support and management employees.
- Implemented GPA30 locomotive overhaul program.
- Reduced union Management Grievances by 15%.
- Directed the repair of VIA rolling stock to meet availability and reliability targets.
- Directed a safety conscious operation in harmony with the union.

Superintendent of Equipment Maintenance, 1990-1991

- Managed a team of 33 supervisors and 330 employees with an equipment assignment of 26 GPA 30's - 112 blue and yellow coaches and 6 SGU's.
- Reduced workforce by 100 positions without jeopardizing safety or equipment reliability.
- Directed major changes in streamlining the work flow at the facility.
- Reduced material budget by \$1 million through monitoring and affecting changes to procedures.
- Systematized the EM operation in Ontario to utilize resources and manpower.

Director Halifax Maintenance Center, 1989-1990

- Managed a \$7 million budget. Directed the operation with a support staff of 11 management and 100 employees in the maintenance of VIA Rail's rolling stock with an equipment assignment of 24 RDC.
- Directed the team to produce quality work on time and within budget.

**Fred C. Boddy (continued)**Deputy Director Halifax MTC Centre, 1988-1989

- Managed an operation of 6 supervisors and support staff along with 100 craft employees in performing maintenance activities on VIA rolling stock. Assignment: 24 RDC's.
- Prepared and implemented operational plan for facility included: workload scheduling, manpower planning and materials usage.
- Designed and organized the office layout for the maintenance facility.
- Scheduled and managed resources to produce quality work on time and within budget.
- Developed an efficient operation in harmony with the union.

CANADIAN NATIONAL RAILWAYShop Foreman

- Managed 6 supervisors and 100 front line workers. Operated and organized an effective repair team within budget and produced quality scheduled and unscheduled repairs on CN rolling stock.



Douglas M. Honn

Deputy General Manager Customer Services and Support

Summary

Mr. Honn has thirty-six (36) years of railroad equipment maintenance, operations and safety and training experience with particular emphasis on the development of training programs, the management of people and Customer Service. He has proven track record of excellence in leadership, strategic thinking, financial management, and systems startups. Mr. Honn's extensive experience allows him to view passenger rail services for what it is – service to the rider, and striving to provide the highest quality in the industry.

Herzog Transit Services, Inc., Stockton, CA

Deputy General Manager

- Oversee Mechanical and Operations Departments in support of the Altamont Commuter Express.
- Represent Herzog Transit Services on FRA Part 228 Hours of Service Working Group meetings.
- Developed curriculum for and administered or assist with administration of all safety related FRA, CPUC, BNSF, UP & Cal OSHA commuter railroad programs.

Developed and maintained the following programs:

- HTSI Database for FRA part 217 Program of Operational Tests and Inspections; record keeping.
- General Code of Operating Rules study guide and annual rules examination-Operations and Mechanical.
- All San Joaquin Regional Rail Commission (client) required training programs.

Rail Safety & Training Resources, Inc.

Chief Financial Officer, Instructor, Program Developer & Owner

Responsible for the following:

- Contract with, develop for, and provide training to diverse groups of railroad employees to achieve a wide variety of corporate goals in passenger, freight, and switching service using BNSF, UP, and Illinois Central Railroad's operating and air brake and train handling rules.
- Managed budget, payroll, benefits, purchases & scheduling.

Burlington Northern/ Santa Fe Railroad, Overland Park, Kansas Manager of Technical Training & Rules

- Current & new employee instructor – locomotive engineer training.

Years of Experience:

36

Education:

Burlington Northern
Locomotive Engineer
Training & Apprenticeship
Program

Graduate, St. Paul,
Minnesota.

Shoreline Community
College, Seattle,
Washington.

U.S. Navy – Vietnam – 3 ½
tours of duty.

General Code Of Operating
Rules

Roadway Worker E.I.C.

FRA Track Inspector

Professional Affiliations:

Air Brake Association

Operating Rules Association
of North America

General Code of Operating
Rules Committee



Douglas M. Honn (continued)

Burlington Northern/ Santa Fe Railroad, Overland Park, Kansas Manager of Technical Training & Rules (Continued)

- Assisted with the development, production & distribution of the field Re-certification test.
- Represented BNSF at NASA's Crew Fatigue Countermeasures Program.
- Assisted in the development, production and implementation of the 1998 Locomotive Engineer Training Program.

Burlington Northern/ Santa Fe Railroad, Ellensburg, Washington Road Foreman/ Division Trainmaster

Construction liaison – BNSF, Atkinson Construction and Herzog Contracting Corporation:

- Coordinated train movements and construction scheduling to meet time sensitive deadlines.
- Managed 24 crews in freight service.

Seattle, Washington

Journeyman Machinist, Locomotive Engineer

Mentor – GE DASH9-44 CW program

- Trained crews in how to change ends, install, arm and utilize two-way end of train devices through the IFD screens.
- As Secretary/Treasurer of BLE Division 518, presented detailed spreadsheet analysis of 1995 proposed national contract to BLE general chairmen – its subsequent effect on Seattle engineers.
- Engineer: worked with over 220 men and women to develop entry level skills as switchmen and brakemen.
- Have 22 years of experience in freight and passenger service on grades as high as 5.6%.
- 1974-1977, Machinist. Interbay Roundhouse, Seattle, Washington.
- Awarded Journeyman status in 1977 and became FRA machinist inspector.
- Have 22 years of experience in freight and passenger service on grades as high as 5.6%.
- 1974-1977, Machinist. Interbay Roundhouse, Seattle, Washington.
- Awarded Journeyman status in 1977 and became FRA machinist inspector.

References:

Brian Schmidt
Director of Operations –
Altamont Commuter
Express
209-649-6403

Mike Magazin
Operating Practices
Inspector -FRA
916-798-8967

Joseph Brice
Manager – Terminal
Operations BNSF
209-424-4470



Kevin Beejack

Deputy General Manager Operations

Summary

Mr. Beejack's 21 years of supervisory experience demonstrates his ability to be an effective leader. His vast knowledge and experience in managing passenger rail operations stems from his steady progression through the ranks of the railroad industry. Kevin has firsthand experience with all facets of rail operations. He has worked in many areas of operations from customer service to directing operations. He has the experience in similar services and the know-how to get it done right. These attributes make Kevin an asset to the improvement of the JPB's Caltrain service.

NJT Assistant Superintendent-Present

- Direct assigned staff in the operation of passenger trains. Responsible for all aspects of train operations, including passenger and employee safety, On Time performance, customer service, service and maintenance scheduling, etc.
- Directs the activities of assigned employees during service disruptions, including equipment failures, power outages, and weather emergencies.
- Coordinates with maintenance personnel regarding the maintenance, repair, and inspection of infrastructure and passenger equipment within assigned locations.
- Works directly and oversees movements with NJT and Amtrak Dispatch Centers for scheduled adherence and service disruptions.
- Created and Distributed Special Train Movements as required
- Responded to Labor Relations regarding the resolution of penalty time claims through investigation.

NJT Chief Trainmaster-2007-2010

- Supervised the on-time completion of Morrisville Yard Expansion and Trenton Station Rehabilitation Projects.
- Interfacing with Customer Service to handle customer complaints to ensure customer satisfaction.
- Supervise Senior Trainmasters on the Newark Division.
- Coordinate Trainmaster Notices with the Rules Department.
- Monitor absenteeism and work performance of Train and Engine Service employees.
- Coordinate drug and alcohol random testing, and periodic medical examinations for employees with the NJT Medical Services Department.
- Represent Transportation Department monthly at the Injury Illness.

Years of Experience:

21

Education:

Brookdale Community College, Business Administration

References:

Kevin O'Connor
Vice President and General Manager
New Jersey Transit Rail Operations
1 Penn Plaza Newark New Jersey 07105
Office (973)491-7912
Email KConnor@njtransit.com

Angel Soto
New Jersey Transit Newark Division
General Superintendent New York Penn Station
Office (212)502-8020
Email Asoto@njtransit.com

Robert Lavell
Deputy General Manager Mechanical Department
New Jersey Transit
1 Penn Plaza Newark New Jersey 07105
Office (973)491-7929
Email Rmlavell@njtransit.com



Kevin Beejack (continued)

- Coordinates with Amtrak and NJT dispatchers office during service disruptions, equipment shop moves, and track outages.
- Conducted monthly Safety meetings in both Morrisville and the MMC – continuously monitored both yards making corrections as needed.
- Investigated accidents and unusual occurrences, documented, determined cause, and took corrective action.
- Provided the necessary communication between Transportation and the Mechanical Department at both the MMC and Morrisville, regarding the maintenance, repair, inspection, and cleaning of equipment and car shops.
- Provided coordination with both the daylight and overnight Sr. Trainmaster at the MMC regarding all Track and Catenary outages, Safety meetings, and Construction and or yard issues, to assure adherence to established schedules and operating safety rules – also provide guidance to both supervisors regarding discipline and corrective actions to be taken within the MMC.

NJT Senior Trainmaster-2003-2007

- Coordinate various crew manipulations in New York Penn Station, schedule and test qualifiers.
- Review meetings along with Safety, Claims, Mechanical, Engineering, and Rail Administration Departments.
- Supervising Conductors, Assistant Conductors and Yardmasters.
- Responsible for the Morrisville Yard and Trenton Station Rehabilitation Projects.
- Ensure safe and on time departures and arrivals of scheduled trains.
- Ensure compliance with operating and safety rules by subordinate employees.

- Supervise crew members and monitor their performance.
- Record and report train performance for passenger safety.
- Determine train fares, collect revenue, and process ticket requests.
- Provide quick and professional service ensuring complete passenger satisfaction.
- Enforced revenue policies.
- Responded and managed the activities of assigned employees during service disruptions, including derailments, equipment failures, power outages, weather emergencies, etc.

**Kevin Beejack (continued)****Conductor - 1994-2003**

- Supervise crew members and monitor their performance.
- Record and report train performance for passenger safety.
- Determine train fares, collect revenue, and process ticket requests.
- Provide quick and professional service ensuring complete passenger satisfaction.

Apex Trucking, Secaucus N.J.**Shipping & Receiving Supervisor 1990-1994**

- Supervised and coordinated activities of employees, and monitored their performance.
- Kept records on incoming and outgoing shipments.
- Prepared items for shipment.
- Ensured complete accuracy, and conditions of shipments.

Apex Trucking, Secaucus N.J.**Driver 1987-1990**

- Major responsibility included on-site delivery of various household, hospital, and computer supplies to customers.
- Proficiently monitored daily deliveries of incoming and outgoing traffic.
- Loaded/unloaded incoming and outgoing trucks.
- Provided customer service.
- Operated a forklift.



Jomo Palmer

Staff Engineer

Summary

Mr. Palmer has 10 years experience as a project/field engineer on various Herzog and joint venture projects. His responsibilities include providing engineering assistance to superintendents, directing assigned personnel in meeting cost and time schedules; verifying materials, equipment, and workmanship and assuring results meet design requirements. Mr. Palmer is currently pursuing his Professional Engineering License.

Project Engineer - Herzog Contracting Corp., Orange County Grade Crossing, Metrolink Expansion Project, Orange County, CA

- Analyze the usage of resources (labor, equipment, and material) with respect to suitability, productivity, safety, reliability and cost.
- Investigate the short falls in productivity and find alternatives to remedy the problems
- Support the preparation of turnover packages
- Maintain budgetary reports and payment applications
- Track project production and compare progress against the critical path by finding the sequence of activities with the smallest float.
- Initiate requests for change orders and coordinate with the contract administrator.

Field Engineer - Herzog Contracting Corp., Rail Runner Phase II Rail Project, Albuquerque, NM

- Provide engineering assistance to superintendents, direct assigned personnel in meeting cost and time schedules, verifies materials, equipment, and workmanship and assures results meet design requirements.
- Lead construction engineers in a broad range of construction engineering work within a specific engineering discipline for a particular area of the project.
- Prepare daily reports and ensure that contractor meets contract obligations and expectations
- Support the preparation of turnover packages
- Coordinate and participate in the final walk downs and inspections
- Prepare and track completion and turnover punch lists
- Initiate requests for change orders and coordinate with the contract administrator.

Years of Experience:

10

Education:

University of Phoenix,
Seattle, WA - Masters of
Business Administration

University of Delaware,
Newark, DE - Bachelor of
Applied Sciences

Training/Certifications:

Passed Fundamentals
Engineering Exam (FE)

Currently Pursuing
Professional Engineering
Licenses

Auto-Cad, Auto-Cad 2000,
Microstation, Heavy Bid
(HCSS), AutoLISP, Primavera



Jomo Palmer (continued)

Field Engineer - RCI/Herzog Contracting, Sound Transit C735 Light Rail Project, Seattle, WA

- Provide engineering assistance to superintendents, direct assigned personnel in meeting cost and time schedules, verifies materials, equipment, and workmanship and assures results meet design requirements.
- Lead construction engineers in a broad range of construction engineering work within a specific engineering discipline for a particular area of the project.
- Prepare daily reports and ensure that contractor meets contract obligations and expectations
- Support the preparation of turnover packages
- Coordinate and participate in the final walk downs and inspections
- Prepare and track completion and turnover punch lists
- Initiate requests for change orders and coordinate with the contract administrator.
- Identify work subject to back charge and prepare back charge documentation

Cost Engineer/Field Engineer/Material Coordinator - Tri County Rail Constructors (Tri-Rail Project), Pompano Beach, FL

- Provides engineering assistance to superintendents, direct assigned personnel in meeting cost and time schedules, verifies materials, equipment, and workmanship and assures results meet design requirements.
- Lead construction engineers in a broad range of construction engineering work within a specific engineering discipline for a particular area of the project.
- Prepare daily reports and ensure that contractor meets contract obligations and expectations
- Support the preparation of turnover packages
- Coordinate and participate in the final walk downs and inspections
- Prepare and track completion and turnover punch lists
- Initiate requests for change orders and coordinate with the contract administrator.
- Identify work subject to backcharge and prepare backcharge documentation

References:

Tom Lebeau
Vice President - Capital
Programs
Denton County
Transportation Authority
(817) 456-4972

Paul S. Lindberg, PE
Project Development
Engineer
NM Department of
Transportation
(505) 401-3655

Peter Ho, PE
Resident Engineer
AECOM (LAN)
(714) 938-0982 Ext. 6110



Jason Diloli

Superintendent Track and Structures

Summary

Mr. Diloli has over 18 years of railroad experience on new track construction as well as repair/maintenance of existing track for various large-scale rail projects throughout California. This experience includes working on Class 1-5 track that services freight and commuter lines, working around active main lines and yard tracks and coordinating contractor activities with the various railroad companies during construction and maintenance.

QC Track Inspector - DCTA A-Train Project, Lewisville, TX

Responsible for ensuring that the contractor (NTRG) builds any track related tasks to the standards and specifications of The Authority (Denton County Transportation Authority). Some of these tasks include electric flash-butt and thermite welding, track surfacing, track construction and crossing assembly.

Inspector - Metrolink Construction Management Services, Southern CA

Provided construction inspection services for over one year on various Job Order Contracts (JOC) projects on SCRRRA property from inception to completion. Some projects include tie replacement with tie gang, rail replacement, rail relay, full track replacement (involving inspection of grade on roadbed to surfacing of track, to destressing track properly per agency standards), grade crossing replacement and grade crossing extension.

Inspector - Eastern Maintenance Facility, Colton, CA

Provided construction inspection services for Metrolink for 6 months from beginning of grade work to end of all track related work. Responsibilities included inspection of grade and drainage to ensure proper flow of water and proper grade of track bed per standards. Also, inspection of concrete tie, rail and switch installations. Had to be aware of all P.U.C (Public Utilities Commission) standards and make sure that all walkways, light poles, bollards, gates, etc., were to PUC standards as well as meeting Agency track and engineering standards. Responsible for inspection of direct fixation track for pit areas and for proper construction of track and placement of drip pans and catch basins in train wash area. Lastly, responsible for inspection and compliance with all asphalt laid on or near track area with PUC and agency standards.

Years of Experience:

18

Education:

ITT Technical Institute,
Associate of Science degree
in Computer Networking
Systems (CNS)

College of the Redwoods

University of Idaho

St. Maries High School

Training/Certifications:

Qualified under all subparts
of F.R.A. 213.7 regarding
track inspection and repair.

Metrolink GCOR Roadway
Worker and E.I.C. Qualified

Previously qualified on all
Metrolink territories.

Haz-Mat First Responder
Course

OSHA 10-hour Course

**Jason Diloli (continued)****Inspector - Santa Paula Branch Line Rehabilitation, Ventura, CA**

Provided construction inspection services for Metrolink for 8 months from beginning of project to present time. Responsibilities included inspection on Class 1-5 track of installation of concrete switches and crossovers up to #24 in size; from removal of old track and spoils, new grade and new ballast, to installation, surfacing and destressing of new switch or crossover. Duties also included inspection of installation of new siding tracks, passing tracks, and storage tracks; which must account for quantities of native materials taken out and put back in (along with new base) to make grade as well as inspection of construction of new track including fast-clip concrete ties, rail, surfacing and destressing. As for all surfacing related jobs, must also be able to be aware that newly surfaced track is good for track speed, especially if in a curve. Also, must be able to see that all new drainage is done properly to drain away from track roadbed. Most construction on this job was done next to live Class 5 main line on a double main line system. Trains were not stopped to ensure passenger and freight had as little interruption as possible.

Inspector - Santa Paula Branch Line Rehabilitation, Ventura, CA

Provided construction inspection services for Metrolink for 3 months from beginning of project work to completion of punch list work. Duties included inspection of used rail being put in to make sure there were no visible defects, welds to close to end of rail, etc., inspection of new wood ties and used rail going into track, destressing procedures, surfacing and proper drainage along the right of way.

Track Inspector - Metrolink Track Maintenance, Southern CA

Provided inspection for track maintenance and new construction for over 7 years on more than 100 miles of track including yard tracks, grade crossings and bridges on Class 1-5 track. Have experience with specialty equipment as rail grinder trains, ballast cars, weed sprayers, rail unloading cars, P811 train and rail detector cars. Duties on maintenance included ability to inspect and identify any problems with track structure. Must be able to coordinate work for foreman and his men. Duties on construction were to inspect and identify any deviations from Agency engineering standards, track standards, and PUC standards. In addition, 9 years experience in railroad maintenance on SCRRRA territory as laborer, operator, flagman, foreman and surfacing crew foreman has given valuable insight on track inspection; to be able to inspect and identify any deviations from agency standards, FRA standards or PUC standards as a result of new construction, repair by contractors or everyday wear and tear.

Familiar with Timetables, Special Instructions and General Orders.

References:

Peter Ho, PE
AECOM
Resident Engineer
Construction Manager
(323) 855-1670

Patrick Bryan
AECOM
Senior Construction
Inspector
(323) 855-2164

Frank Mendoza
Southern California
Regional Rail Authority
(SCRRRA)
Manager MOW
(213) 305-8857



Robert Schwartz

Stations and Facilities Manager

Summary

An accomplished rail professional with 29 years of experience in rolling stock, facilities maintenance and project management. Extensive experience with standard railroad maintenance and safety practices including all applicable regulations. Ability to work in concert with organizational clients to determine their needs and represent their interests as they relate to subcontractor oversight and project management. Able to utilize all assets and resources available to maximize productivity and performance to achieve client goals and objectives.

Manager of Project Support

Currently Mr. Schwartz is TASI's Manager of Project Support. In this role he is a company-wide resource for passenger rail start-up services and the transition of services from one contractor to TASI focusing mainly on training existing and new employees. He provided these services most recently in the transition of Austin's Capital MetroRail, which was done in just 78 days. Furthermore, Robert provides oversight and management for maintenance operations on NCDOT's Piedmont Express. He acts as General Manager for the Piedmont Intercity Service in absence of the GM.

Project Manager, Herzog Contracting Corp.

Provide oversight and management of subcontractors performing extra work requested by SFRTA on the New River Bridge. Project start up management for new contract of port facility located in Providenciales, Turks and Caicos including set up of new office trailers, clean up, inspection and repair of port facility including rehabilitation to current port administration building so as to meet the needs of the expected project, purchase office trailers, arrange transportation of trailers to island and installation of those trailers including electrical, water, sewer, etc. at port facility.

Warranty Administrator, Herzog Contracting Corp.

Provide oversight and management of final acceptance of ten stations by ensuring the proper completion of the punch lists and administer and oversee any warranty repairs on all the accepted stations to ensure compliance and quality control.

Manager of Facilities and Station Maintenance, Herzog Transit Services, Inc.

Responsible for facilities maintenance management activities including: sourcing vendors and executing, administering and oversight of maintenance contracts. Oversight of the Tri-County Commuter Rail's subcontractor for station maintenance. Responsible for all station maintenance. Prepare and manage all record keeping of facilities and station maintenance activities. Perform daily and periodic inspection and maintenance of all facilities' components and subcomponents (i.e., drop table, cranes, forklifts, etc.).

Years of Experience:

29

Training/Certifications:

FRA 238 QMP Certification

Lift Truck Operator Safety Trainer

Timken Bearing Workshop

Blue Flag Protection

Cab Car Training

Communication Skills Workshop

Inspirational Leadership Workshop

Managing Successfully Workshop

Wabco Train Air Brake Seminar

Timken Bearing Workshop

Florida International University,
Labor Research and Studies
Workshop

Amtrak Air Brake Course

Train Wayside Power Operation

Nickel Cadmium Batteries
Operation and Maintenance

**Robert Schwartz (continued)**

Recommended, developed work scopes and coordinated with the Tri-County Commuter Rail Authority for any Capital projects proposed or needed at the stations and facilities. Oversight of contractor work performance. The scope of activities included the layover facility and 18 stations.

Lead Maintainer/Project Manager, Herzog Transit Services, Inc.

Assist in the supervision of employees maintaining rail equipment. Responsible for providing on-the-job training for train mechanical personnel assigned to shift. Coordinate with the operations center for the dispatchment and arrival of rail equipment. Responsible for ensuring all work performed and materials used are properly recorded in the Materials Management System. Ensure that all work performed on rail equipment complies with all federal regulations. Responsible for the oversight of modification project requested by the client to be done on the bi-level coach cars (e.g. replacement of carpet for bi-level fleet, remove and replace all windows in bi-level cars fleet, etc.). Responsible for all COT&S of bi-level fleet which consisted of the removal and replacement of all brake valves including testing, truck removal and replacement, door motors removal, replacement, and adjustment .

Maintainer, Herzog Transit Services, Inc./UTDC Transit Services, Inc.

Assist in the supervision of employees maintaining rail equipment. Responsible for providing on-the-job training for train mechanical personnel assigned to shift. Coordinate with the operations center for the dispatchment and arrival of rail equipment. Responsible for ensuring all work performed and materials used are properly recorded in the Materials Management System. Ensure that all work performed on rail equipment complies with all federal regulations. Responsible for the oversight of modification project requested by the client to be done on the bi-level coach cars (e.g. replacement of carpet for bi-level fleet, remove and replace all windows in bi-level cars fleet, etc.). Responsible for all COT&S of bi-level fleet which consisted of the removal and replacement of all brake valves including testing, truck removal and replacement, door motors removal, replacement, and adjustment

Carman, CSX Transportation

Responsible for maintenance, repair and troubleshooting of Amfleet 2 and Heritage Baggage, and Heritage Sleeper Cars. Performed daily inspections, preventive maintenance and periodic maintenance of coach equipment. Performed minor welding repairs. Responsible for performance of any coach repairs required for proper operation and maintenance of equipment.

Car Body, Window, and
Emergency Window Location,
Removal and Installation

Preventive Maintenance
Scheduling

P.A. Communication Operation
and Maintenance

Trucks Operation and
Maintenance

Lighting 36 volt and 120 volt
Operation and Maintenance

Air Comfort System Operation

Side Door Motor Operation and
Maintenance

Holding Tank Servicing and
Recharging

Sab Nife Battery Charger Repair
and Maintenance Course

Blue Flag Protection

UTDC Bi-Level Car Familiarization
Training

Carman Apprentice Training

Affiliations:

American Public Transportation
Association

COMPTO



3.f Financial Qualifications

Bonds

TASI will provide the bonds required by Section 47 of the Agreement for Services.





Insurance

TASI will provide the insurance required by Section 13 of the Agreement for Services.





Financial Statements

TASI has also provided consolidated financial statements for HTSI for 1 year, as TASI is a wholly owned subsidiary; their financial statements are consolidated with HTSI. In 2010, HTSI was spun-down and is now an independent company owned by its stockholders. Prior to 2009 HTSI was a wholly owned subsidiary of HCC and its financial statements were consolidated with HCC. Therefore, we have provided two years of HCC's financial statements.

Below are financial references for HTSI and TASI.

Banking Reference

UMB
Charles Wolf, President
1010 Grand Blvd 64141
Phone: (816) 233-8284

Insurance & Bonding Broker:

Thomas McGee & Sons
Kansas City, MO
Doug Joyce – Bonds
Gary Hoverstein – Insurance
Phone: (816) 842-4800



3.g Safety and Regulatory Compliance

HTSI is a recognized leader in passenger rail safety. HTSI has developed System Safety Plans and Emergency Response Plans, one of which has been used by the Federal Railroad Administration as an industry model. In order to test the activities contained in this plan, HTSI conducted a mock disaster drill simulating the collision between a Tri-Rail train and a school bus. A professionally produced video of the disaster was produced and is used for training purposes. Additionally, ACE did a train to train emergency drill recently with the JPB.

HTSI continues to work in close partnership with the host railroads and passenger rail service providers to ensure the safety of all passengers and employees.

HTSI represents all of our properties on APTA-sponsored Passenger Rail Equipment Safety Standards (PRESS) Task Force responsible for the development of the industry-wide design and maintenance safety standards and practices for all passenger rail vehicles.

HTSI complies with federal drug and alcohol testing requirements and procedures, in addition to a company-wide drug and alcohol testing program which also covers all non-hours of service employees including all senior management.

As can be seen above in Section 3.b.1, Passenger Rail Operator Experience, HTSI has provided Railway Safety and Protection Services for all eleven of the services it has operated and/or maintained. In Table 3.g, below, are safety statistics for these services for the past five years. Table 3.g.1 shows a list of FRA violations/citations

Table 3.g JPB Proposal Safety & Regulatory COMPLIANCE DATA

ACE						
Calendar Reporting Year		2005	2006	2007	2008	2009
Total Reportable Accident/Incidents		0	1	0	4	2
Annual Train Mileage		130952	146334	175146	178562	170923
Total A/I Rate per Train Miles @	1,000,000	0.00	6.83	0.00	22.40	11.70
Total Reportable Employee Injuries		0	0	1	0	0
Annual Employee Work Hours		61517	67465	66516	70949	71580
Total Employee Injury Rate per Hours @	200,000	0.00	0.00	3.01	0.00	0.00

NCTD						
Calendar Reporting Year		2005	2006	2007	2008	2009
Total Reportable Accident/Incidents			2	5	2	1
Annual Train Mileage			131880	266946	272176	272603
Total A/I Rate per Train Miles @	1,000,000		15.17	18.73	7.35	3.67



NCTD (Continued)							
Total Reportable Employee Injuries				0	0	0	0
Annual Employee Work Hours				37740	58455	59567	54834
Total Employee Injury Rate per Hours @		200,000		0.00	0.00	0.00	0.00

TRE							
Calendar Reporting Year			2005	2006	2007	2008	2009
Total Reportable Accident/Incidents			5	2	4	3	0
Annual Train Mileage			414385	437756	456965	465182	470124
Total A/I Rate per Train Miles @		1,000,000	12.07	4.57	8.75	6.45	0.00
Total Reportable Employee Injuries			0	3	2	0	0
Annual Employee Work Hours			110996	111863	120132	138601	132850
Total Employee Injury Rate per Hours @		200,000	0.00	5.36	3.33	0.00	0.00

MRCOG							
Calendar Reporting Year			2005	2006	2007	2008	2009
Total Reportable Accident/Incidents			0	0	2	2	1
Annual Train Mileage			0	45459	180768	198682	506056
Total A/I Rate per Train Miles @		1,000,000	0.00	0.00	11.06	10.07	1.98
Total Reportable Employee Injuries			0	0	0	0	0
Annual Employee Work Hours			1712	34109	47550	63884	122433
Total Employee Injury Rate per Hours @		200,000	0.00	0.00	0.00	0.00	0.00

POLA							
Calendar Reporting Year			2005	2006	2007	2008	2009
Total Reportable Accident/Incidents			0	0	0	0	0
Annual Train Mileage			14736	16315	16216	17291	9498
Total A/I Rate per Train Miles @		1,000,000	0.00	0.00	0.00	0.00	0.00



TOTAL						
Calendar Reporting Year		2005	2006	2007	2008	2009
Total Reportable Accident/Incidents		30	16	20.5	11	4
Annual Train Mileage		859608	1100733	1298273	1114602	1419706
Total A/I Rate per Train Miles @	1,000,000	34.90	14.54	15.79	9.87	2.82
Total Reportable Employee Injuries		8	5	7	0	0
Annual Employee Work Hours		516374	621729	537612	436063	481958
Total Employee Injury Rate per Hours @	200,000	3.10	1.61	2.60	0.00	0.00





Table 3.g.1 FRA citations/violations

DATE	LOCATION	CRAFT	VIOLATION	FINE
31-Aug-09	Rail Runner Express	MOW	Unusually chipped or worn switch point	Recommended not assessed yet
31-Aug-09	Rail Runner Express	ROW	Drainage obstructed by vegetation	Recommended not assessed yet
31-Aug-09	Rail Runner Express	MOW	Failure to comply with CWR procedures- new frog cut in, no match marks	Recommended NOT assessed
17-Jan-08	Trinity Railway Express	OPS	Drug and Alcohol educational materials failed to meet requirements	YES - \$1,000 Paid - see below
17-Jan-08	Trinity Railway Express	OPS	Federal drug custody and control form utilized instead on non-federal form	YES - \$1,000 Paid - see below
17-Jan-08	Trinity Railway Express	OPS	SAP failed in his role in the evaluation process	YES - \$5,000 Paid-\$5750 Total for 3 Violations
4-Jun-07	Coaster / TASI	OPS	Engineer past red signal displaying stop and did not properly communicate incident over the radio	YES - \$5,000
25-Jun-05	NCDOT	MECH	Failure to clean,repair,test air system as required at biennial test	YES - \$2,500
13-Sep-04	Trinity Railway Express	MOS	Interference with normal functioning of grade crossing warning system w/o taking measures to provide for the safety of train and highway traffic	YES - \$5,000
3-Mar-03	New Jersey Transit	MECH	Defective/unsecured pedestal tie plate	YES - \$1500
6-Nov-02	Trinity Railway Express	MOW	Rail joint not of structurally design and dimension	YES - \$2500 Paid - \$1875
1-Aug-01	Trinity Railway Express SUB	RCL MOS	SUB-CONTRACTOR VIOLATION for point detector not maintained properly, point detector rod not adjusted properly	YES - \$1,000 Paid - \$700
2000 ?	Tri-Rail	MECH	Blue signal light not turned on at dusk	YES - \$250 ?

APTA Audit Results

The following excerpts were taken from previous APTA/ FRA SSPP Audit findings conducted in August of 2010.

Trinity Railway Express – Irving, Texas

“APTA commends TRE and HTSI management staff for their commitment to the continuous development of the TRE System Safety Program. APTA encourages TRE management to continue to challenge the organization with respect to its safety program’s continuous improvement process.



APTA commends the TRE contractor for its employee safety performance that included 843 days without a reportable injury for its Transportation and Vehicle Maintenance employees.

The Transportation Department is responsible for the training of all appropriate HTSI employees for Roadway Worker Protection and General Code of Operating Rules on an annual and biennial basis. In the case of the latter, such training is required every three (3) years and the 'more frequently than required' aspect is an Industry Leading Effective Practice.

Train and Engine (T&E) employees follow well-documented training programs and, in addition participate in an annual Rules training program. As the requirement for railroads the size of TRE is a biennial one, the annual program is considered to be an Industry Leading Effective Practice.

The Train Dispatchers are required to go through annual re-training of GCOR and the TRE EPREP program, although regulatory requirements are on a biennial basis. APTA considers this to be an Industry Leading Effective Practice.

The Transportation Department is responsible for providing 'Flaggers' for outside contractors who may have reason to be working within a contractor-defined track foul zone [twenty-five (25') feet from the field side of the nearest rail] and provides the required training for those individuals (Flaggers and Contractors). As a part of the RWP training program, each of the contractor training sessions includes an Operations Lifesaver awareness and training module. APTA considers this to be an Industry Leading Effective Practice."

The following excerpts were taken from previous APTA/ FRA SSPP Audit findings conducted in May of 2010.

Rail Runner Express – Albuquerque, New Mexico

"APTA commends the NMRX and HTSI management staff for its commitment to the continuous development of its system safety program. Ongoing safety program initiatives include training program development for NMRX Dispatchers and contractor personnel, NMRX and contractor employee safety meetings, employee and customer safety awareness, emergency response drills and capital program improvements. APTA encourages the NMRX management team to continue to challenge the organization respective to its safety program's continuous improvement process.

The NMRX operations and maintenance contractor (HTSI) has achieved an employee safety record of four years without a reportable injury. APTA commends the contractor for this significant achievement and its total organizational commitment to system safety."

The following excerpts were taken from previous APTA/ FRA SSPP Audit findings conducted in January of 2009.

Almont Commuter Express – San Joaquin, California

"ACE and its contractor Herzog Transit Services, Inc. (HTSI) have developed and implemented many excellent procedures and manuals."



The following excerpts were taken from previous APTA/ FRA SPP Audit findings conducted in August of 2008.

North County Transit District (COASTER) – San Diego, California

“APTA commends NCTD and its Contract Operators’ staff for their open commitment to further improve upon the Coaster system safety program. This dedication provides an excellent foundation for the progressive development of a proactive safety culture that is ultimately supported by all NCTD and contractor employees. APTA supports this management approach taken to build upon its safety management practices through the progressive development of the NCTD’s COASTER System Safety and System Security Program Plans, development of safety critical procedures and documentation, information management efficiencies, maintenance programs initiatives and internal auditing.

The TASI-Herzog Team has modified a standard hydraulic wheeled automobile jack with an appurtenance attached to the front that permits mounting / removing of the heavy brake shoe rotor from the Bombardier equipment with a minimum of effort, minimizing the risk of back strain of the part of its mechanics. APTA commends the innovation and considers it to be an Industry Leading Effective Practice.

The SMMF pits under the vehicles are approximately 9” below the level of the shop floor, causing an individual to enter / exit the vehicle by stepping down and then step up. The distances between the shop floor and the floor at the vehicle’s doorway and between the vehicle’s floor and the floor at the vehicle’s doorway are substantially different, which presents a tripping hazard. The TASI-Herzog Team has designed a light, durable rolling stairway (3 steps) that mechanically locks into place to allow an employee to walk from the shop floor into the vehicle minimizing the tripping hazard. APTA commends the innovation and considers it to be an Industry Leading Effective Practice.”





3.h Use of Subcontractors/Subconsultants

TASI will manage all subcontractors with the effectiveness and efficiency it has gained from forty years of experience. TASI and the Herzog family of companies have been construction managers on projects in excess of \$300 million. Projects of this scope demonstrate TASI's superior ability to manage subcontractors.

Each of the subcontractors will report to a manager of their respective functional areas. This manager will inspect their work regularly and meet with each subcontractor at least weekly to discuss their work and the possibilities for improvements thereof. We have listed each of the subcontractors on our organization chart, and shown their respective TASI manager to whom each reports. These managers will also approve the subcontractor's invoices to ensure accuracy and delivery of the work.

The following subcontractors are proposed for this RFP. The products and/or services provided are briefly described. The value of each subcontract is described in this section. Furthermore, additional subcontractor/subconsultant information is in Form E.

Otis Elevator Company

Otis Elevator Company will be used for elevator and escalator maintenance services at the Bayshore, Belmont, Diridon and Tamien. Otis is the world's largest company in the manufacture, installation, and services of elevators, escalators and moving walkways. The contract value will be approximately \$60,000 per year.

ABM Engineering Services

ABM is the current subcontractor performing maintenance services for the CEMOF. They will provide maintenance of all buildings and equipment as well as furnish all labor, supervision, supplies, tools and equipment as needed to provide regular and on-call facility and support equipment maintenance services at CEMOF. TASI will continue to use ABM as the CEMOF subcontractor for a contract value for approximately \$900,000.

The Pestinator's, Inc.

The Pestinator's, Inc. has been providing pest removal and deterrent for eleven years. They will be subcontracted to provide monthly pest control, pigeon control and abatement services and pigeon deterrent systems in the form of bird spikes. This contract value will be approximately \$15,000 a year.

Terminix

Terminix is a household name in pest control. Terminix will provide pest control for all stations and facilities, including the CEMOF. This contract value will be approximately \$10,000 a year.

Macadi Cleaning Corporation

Macadi Cleaning Corp., a certified DBE, will be used for janitorial services. Macadi has a long history of providing janitorial services to projects of similar scope. Macadi Cleaning Corporation will take care of all janitorial needs for all Caltrain stations, excluding CEMOF. Their ample knowledge working with train operations provides the experience necessary to deliver an excellent service that includes:

Trash collection and disposal, making sure trash cans are kept free of stains and markings, daily cleaning of all equipment such as ticket vending machines, lights, bike storage boxes, customers waiting areas, canopies, poles and rails, ramps, stairs and walkways. Restrooms will be cleaned, disinfected and all necessary supplies will be stock on a regular basis as needed or scheduled. Macadi is not only trained for cleaning, but with our



top of the line (green) cleaning products we disinfect public areas. Macadi's annual cost for the first year is approximately \$750,000.

Perfection Sweeping

Perfection Sweeping will be subcontracted for parking lot sweeping. Perfection Sweeping is a WBE, BASMAA and is approved for a Woman Minority owned Business. The contract value for this contract will be approximately \$40,000 a year.

SimplexGrinnell

SimplexGrinnell will be used for Fire Alarm Suppression (general maintenance). SimplexGrinnell provides 24/7 safety services with the efficiency expected of the industry leader. This contract value will be approximately \$30,000 a year.

Gachina Landscape Management

Gachina Landscape Management has been managing the landscaping of properties in the Caltrain area for the past two decades. Gachina employs a team of landscape experts ensuring the highest standard of landscaping. This contract will be approximately \$600,000 a year.

Agrichem Company

Agrichem will perform vegetation control through the use of an annual pre-emergent chemical spray program, The Agrichem Company has been providing on track herbicide control since 1947 with service on this particular line from 1973 through 1986. This contract value will be approximately \$115,000 a year.



SECTION 4 MANAGEMENT, OPERATIONS AND MAINTENANCE PLAN

Institutional Setting

TransitAmerica Services, Inc. appreciates the rich history of the Peninsula Caltrain service and the unique institutional, operational, and physical environment in which we will partner with the JPB.

From its initial passenger service on the Peninsula corridor on October 18, 1863, under the authority of the San Francisco and San Jose Railroad Company, to today's multi-jurisdictional ownership, the Peninsula Caltrain has served as an important transit mode for the counties of San Francisco, San Mateo and Santa Clara.

We have explored the origins of the JPB, with its formation in 1987 and its assumption of operating responsibilities for Caltrain in July of 1992, and the responsibility for 100 percent of operating subsidy a year later. We also are aware that had the JPB not stood up and purchased the rail right of way from San Francisco to San Jose in December of 1991, (and later trackage rights to Gilroy), that this important commute corridor risked a certain termination.



TASI has observed the actions of the nine-member board comprised of three members from each of the participating counties; we have kept up with the on-going operations and future vision for Caltrain as expressed by staff and directors. We will, by no means, be a stranger if TASI is fortunate enough to be selected because we have followed the staff and the board as they have addressed the operational issues of an expanding service and a changing infrastructure as they charted the course for Caltrain's future.

In addition, TASI's parent, HTSI, is the operator of the Altamont Commuter Express (ACE), the commuter service in the East Bay area. Caltrain and ACE share facilities at two stations and operate on common tracks for part of their routes where ACE trains are dispatched by the Caltrain central control facility. TASI has a history of working with the JPB in planning service changes and resolving issues.

A key factor in our growth and stability is our young, aggressive management team. Our team has grown up in this rapidly changing industry and, as discussed in Sections 3 and 4, has instituted innovative changes in customer service, operations and maintenance that have become industry models, resulting in significant cost efficiencies, higher quality service and improved customer satisfaction.

From our experience, we understand the operational and institutional framework by which the JPB functions. Though we are intended to be an independent contractor of the JPB, we pledge to be guided in the performance of our responsibilities by the fact that our charge is to perform our public function as representatives of the JPB. We are very focused that when we assume the contractual responsibilities we are providing a public service on the JPB's behalf and not just operating this crucial Peninsula Commute Service as a commercial venture. We have experience, determination and attitude to work cooperatively with the JPB with this understanding.



Operational Environment

The Peninsula Commute Service is a complex passenger rail system that is unlike any other in the United States. The name Peninsula Commute Service is not really indicative of its transportation function. Caltrain is a commuter rail service but it also exhibits many characteristics, especially as they relate to travel habits of the passengers and the proximity of the stations, of urban light and heavy rail systems. Caltrain also has bi-directional passenger flows during the morning and evening peaks. During off-peak periods, there is significant traffic between intermediate points in its 29-station system. Its customer mix is diverse including traditional peak-hour commuters, short distance travelers with intermediate origins and destinations, airline passengers to two major airports, students during the morning peak but earlier than the evening peak and late evening revelers visiting attractions in two major downtown areas, in addition to the myriad of destinations in between. Any of these groups may include passengers needing assistance or passengers with bicycles. The weekends include all the above as well as shoppers and recreational users, many with additional bicycles. Finally, special train services for events and Giant’s baseball games are integrated into the base service schedule bringing a diverse group of customers to the system.

The operational environment for the foreseeable future will be a challenging one. The intricacy of the system and the diverse needs of the passengers, even under normal operating circumstances, present a formidable, yet achievable, challenge. Add to that the significant infrastructure improvements, the planned service expansions, the increasing ridership and the key issues also discussed below, the operator, in conjunction with the JPB, will be faced with a multi-dimensional puzzle, the solution to which will require an extraordinarily high degree of management talent, coordination and communication. Always mindful of exceeding the expectations of today’s passengers, the operator must plan, adjust, coordinate, communicate and react to successfully meet the JPB’s vision for tomorrow’s upgraded and modernized Caltrain.

Physical Environment

Among the reasons that Peninsula Caltrain is growing – besides commuter frustration with traffic, new and refurbished stock, and more efficient schedules – is the commitment the JPB has made to upgrade infrastructure.

We are familiar with the very successful improvement projects that Caltrain has completed over the last decade (in fact, TASI’s affiliate, Herzog Contracting Corp was a contractor for a significant portion of those projects). We look forward to working with the JPB to keep an efficient schedule during construction when similar infrastructure projects at other corridor locations are implemented during the contract period.

Key Issues During Contract Term

We would like to outline some of the key issues we believe the Agency and Operator will face during the term of the service agreement. This list is not intended to be exhaustive, but rather demonstrative of our sincere commitment to be participatory or responsive, whichever approach is required by the issue.

- Upgrading and Electrification of the Caltrain ROW.
- Dumbarton Commuter Express
- Ridership Growth
- Safety, Safety, Safety





- On-time Performance
- Ticketing and Collection Efficiency

There are always evolving issues that develop, and we are committed to working with staff on them to the degree that they believe is appropriate.

Returning to our “Understanding of the Caltrain System,” we relish the JPB staff’s contract oversight in operations and management supervision, service property and service equipment, modification of schedules and fares, and the determination of appropriate “extra work” when necessitated. As stated, we have the experience in working with an agency in such an arrangement whereby we “run the railroad” under the direction of an entity like JPB.

At the same time, we take very seriously our customer service and transportation obligations and service performance standards as described in the RFP. Training is at the cornerstone of our success, and we encourage the JPB staff to impose any standards they desire because our commitment is to exceed them.





4.b Personnel Staffing Plan

4.b.1 TASI Organization Chart for the Caltrain Service

TASI's proposed overall organization chart for the day-to-day operation and maintenance of the Caltrain Service is depicted below in Figure 4.b.1. Also on the following pages is TASI's proposed typical Additional Services organization chart as well as a Personnel Summary as Table 4.b.1.

Figure 4.b.1: TASI Organization Chart for the Caltrain Service for Fiscal Year 2012

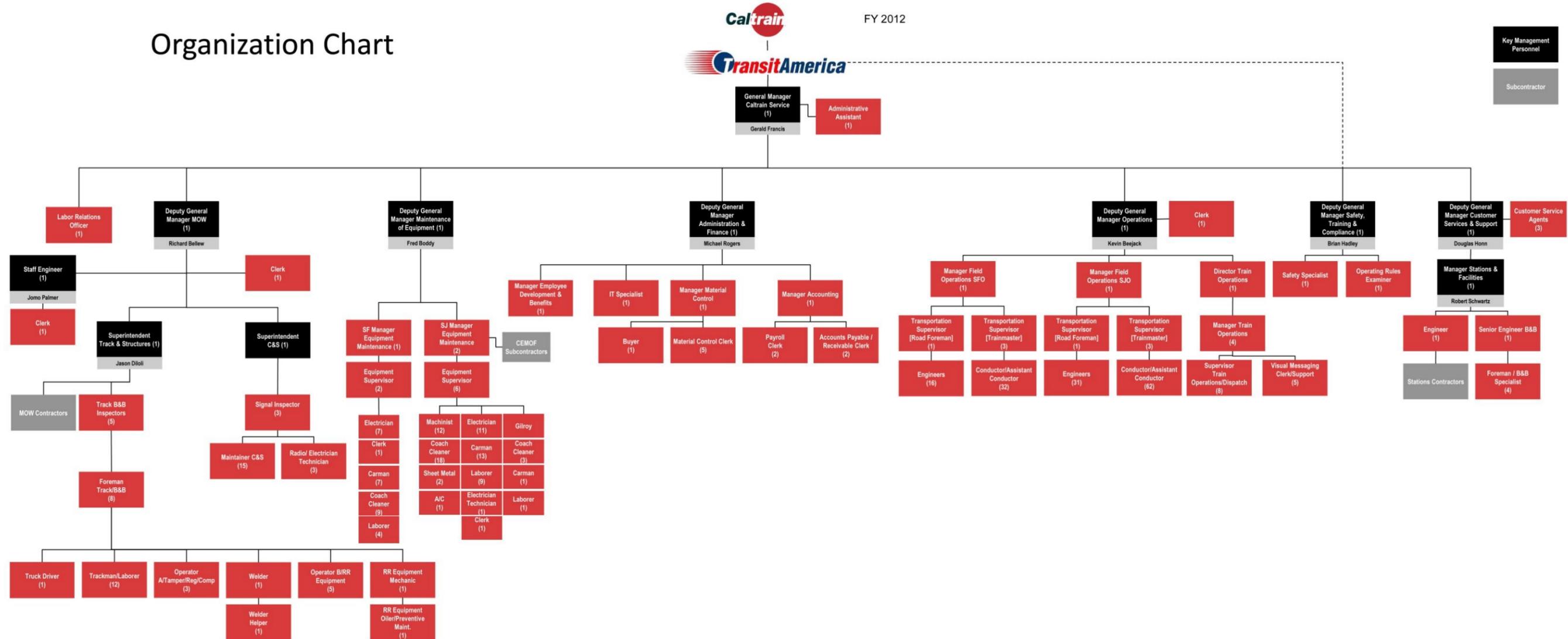




Figure 4.b.1.1: TASI Typical Additional Services Organization Chart for the Caltrain Service for Fiscal Year 2012

Additional Services Organization Chart

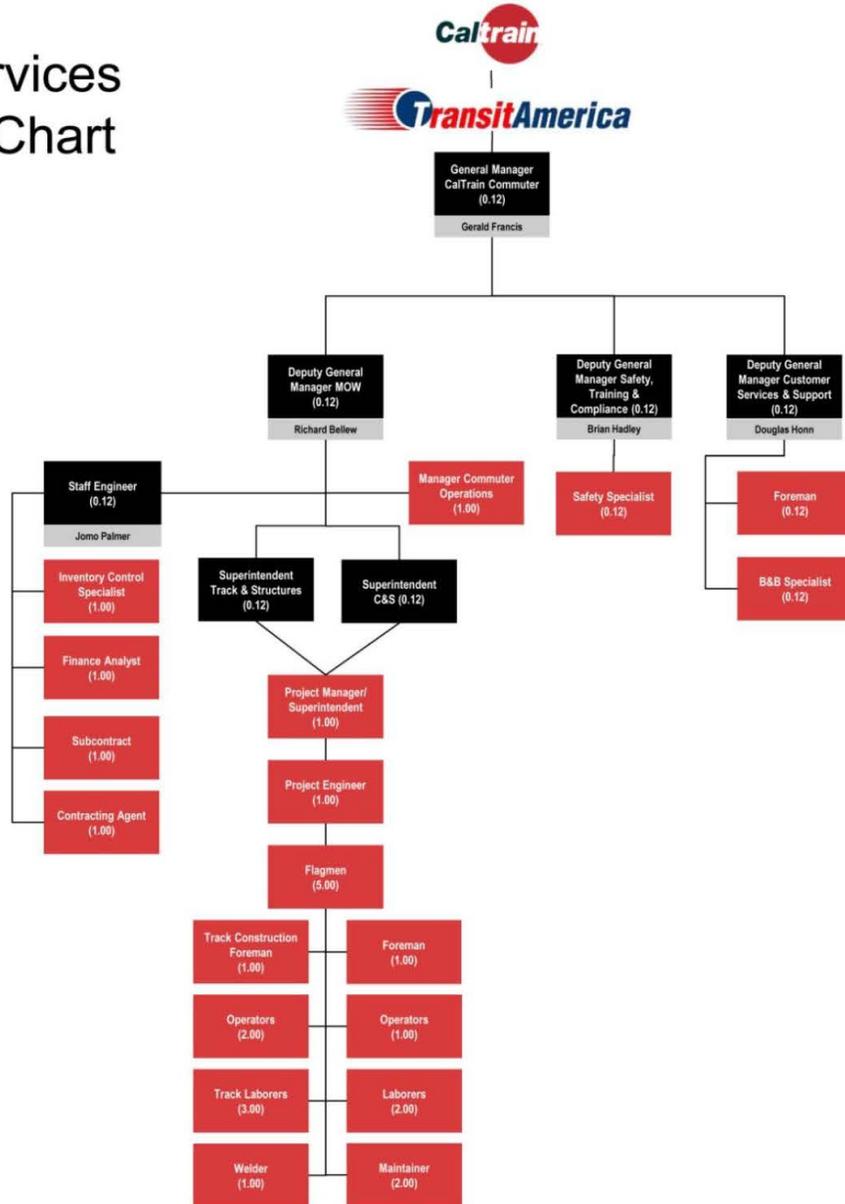




Table 4.5.4: TASI Personnel Summary

 TASI
Personnel Summary

Vacancies by Department	TASI Equivalent	Authorized Headcount	Actual Feb-11	Prop. TAS Staffing	fy2012 Reduc.	fy2012 Staff
Senior Administrative Staff / Support						
Superintendent of Commuter Operations	General Manager	1	1	1	0	1
Administrative Assistant		1	1	1	0	1
Manager, Safety & Training	DGM Safety, Training & Compliance Specialist	1	1	1	0	1
	Safety Specialist	-	-	1	1	1
	Operating Rules Examiner	1	1	1	0	1
	Labor Relations Officer	-	-	1	1	1
Subtotal		4	4	6		
		TASI Over / (Under) Feb-11 A			2	6
Station, Facilities & Customer Service						
Director Commuter Supports Operations	DGM Customer Service & Support	1	1	1	0	1
Manager Customer Service & ADA	Manager, Stations & Facilities	1	1	1	0	1
	Customer Service Agents	-	-	3	3	3
District Manager - Stations		-	-	-	0	0
Station Services - Ticket Clerks & Extra Board		-	-	-	0	0
Senior Engineer B&B		1	1	-	0	1
B&B Foreman & Mechanic / BME - Station Maintenance	Foreman/B&B Specialists	5	5	3	(1)	4
Facilities Engineer		1	1	1	0	1
Subtotal		9	9	9		
		TASI Over / (Under) Feb-11 A			2	11
Engineering Management						
Asst. Superintendent Engineering Service	DGM MOW	1	1	1	0	1
Asst. Division Engineer - Track & Structures	Superintendent Track & Structures	1	1	1	0	1
Asst. Division Engineer - C&S	Superintendent C&S	1	1	1	0	1
Engineers	Track/B&B Inspectors (Union)	6	6	3	(1)	5
Staff Engineer		-	-	1	1	1
Subtotal		9	9	7		
		TASI Over / (Under) Feb-11 A			0	9
Track & Structures						
Foremen		9	9	6	(1)	8
Track Flagmen/Foremen	Foreman Flagman	7	5	-	(5)	0
Trackmen		9	6	12	6	12
Truck Drivers		1	1	1	0	1
Machine Operators	Operator A/B	8	8	8	0	8
Welders		2	2	2	0	2
Equipment Repairman	RR Equipment Mechanic/Oiler-PM	2	2	2	0	2
TCU Clerk	Clerk	2	2	2	0	2
Subtotal		40	35	33		
		TASI Over / (Under) Feb-11 A			0	35
Communications & Signals						
Inspector		3	3	2	0	3
Maintainer		18	15	9	0	15
Technician		3	3	2	0	3
Subtotal		24	21	13		



**TASI
Personnel Summary**

Vacancies by Department	TASI Equivalent	Authorized Headcount	Actual Feb-11	Prop. TAS Staffing	fy2012 Reduc.	fy2012 Staff
		TASI Over / (Under) Feb-11 A			0	21
Train & Yard Operations						
Asst. Superintendent Commuter Operations	DGM Operations	1	1	1		1
Asst. Superintendent Road Operations	Manager Field Operations	1	1	2	1	2
Asst. Superintendent Terminal		1	1	-	(1)	0
Trainmasters	Transportation Supervisors	6	6	4		6
Road Foremen	Transportation Supervisors	2	2	2		2
Manager Operations Support - Rules	Moved - Senior Admin Staff/Support					0
Engineers		54	49	47	(2)	47
Conductors and Assistant Conductors		105	96	94	(2)	94
TCU Clerical & Customer Service Agents	Clerk	5	5	1	(4)	1
Subtotal		175	161	151		
		TASI Over / (Under) Feb-11 A			(8)	153
Train & Yard Movement Control						
Director Commuter Operations	Director Train Operations	1	1	1	0	1
Manager Commuter Operations	Manager Train Operations	6	6	4	(2)	4
Supervisor Commuter Operations	Supervisor Train Operations	11	9	8	(1)	8
TCU Clerical (PIDS)	Visual Messaging Clerk/Support	4	4	5	1	5
Subtotal		22	20	18		
		TASI Over / (Under) Feb-11 A			(2)	18
Budget & Financial Analysis						
Director	DGM Administration and Finance	1	1	1	0	1
A/P Manager	Manager Accounting	1	1	1	0	1
Finance Managers / Analyst		4	4		(4)	0
	IT Specialist			1	1	1
	Manager, Employee Dev. and Bene	-	-	1	1	1
TCU-Clerical	AP/AR/Payroll Clerical	4	4	4	0	4
Subtotal		10	10	8		
		TASI Over / (Under) Feb-11 A			(2)	8
Maintenance of Equipment						
Superintendent	DGM MOE	1	1	1		1
Asst. Superintendent	See Manager of Equipment below	1	1	-	(1)	0
General Foremen	Manager of Equipment	2	2	3	1	3
TCU-Clerical	Clerk	2	2	2		2
Foremen	Equipment Supervisor	9	8	8		8
Carmen		25	22	19	(1)	21
Coach Cleaners		34	31	27	(1)	30
Electricians		23	21	20	(1)	20
Laborers		13	15	13	(1)	14
Machinists		13	13	10	(1)	12
Sheet Metal Workers	Mechanic-Sheet Metal	2	2	2		2
Subtotal		125	118	105		
		TASI Over / (Under) Feb-11 A			(5)	113
Procurement / Material Control						
Acquisitions Manager		1	1	-	(1)	0



**TASI
Personnel Summary**

Vacancies by Department	TASI Equivalent	Authorized Headcount	Actual Feb-11	Prop. Staffing	fy2012 Reduc.	fy2012 Staff
Buyer		1	1	-	0	1
Material Control Manager	Manager Material Control	1	1	1	0	1
Expeditors/Clerical	Material Control Clerks	5	5	3	0	5
Subtotal		8	8	4		
		TASI Over / (Under) Feb-11 A			(1)	7
Total Management		59	57	55		
Total Agreement		367	338	299		
Grand Total	Authorized Headcount is as of Fe	426	395	354	(14)	381
		TASI Over / (Under) Feb-11 Actual Headcount				
Additional Services						
	Manager Commuter Ops			1		
	Inventory Control Specialist			1	1	
	Finance Analyst			1	1	
	Contracting Agent			1	1	
	Subcontract			1	1	
	Project Manager/Supt			1	1	
	Project Engineer			1	1	
	Flagmen Foreman			5	5	
	Track Const. Foreman			1		
	Operators			2		
	Track Laborers			3		
	Welder			1		
	C&S Foreman			1		
	C&S Operators			1		
	C&S Laborers			2		
	Signal Maintainers			2	2	
Subtotal			-	25	13	
		TASI Over / (Under) Feb-11 A			(1)	



The TASI Organization Chart depicts the roles and responsibilities, reporting structure, key positions and personnel as required by the RFP. Specific duties and responsibilities can be found in their respective sections of this proposal. Following is a list of TASI's Key Management Personnel.

Key Management Positions

General Manager

Deputy General Manager, Safety, Training and Compliance

Deputy General Manager, Maintenance of Way

Deputy General Manager, Maintenance of Equipment

Deputy General Manager, Administration and Finance

Deputy General Manager, Operations

Deputy General Manager, Customer Service

Superintendent Track and Structures

Superintendent Communications and Signals

Manager Stations and Facilities

Staff Engineer, MOW

The proposed organization description for mobilization, transition and start-up activities are contained in Section 4.c.

4.b.2 Subcontractors: Roles and Responsibilities

TASI will manage all subcontractors with the effectiveness and efficiency it has gained from decades of experience. TASI and the Herzog family of companies have been construction managers on projects in excess of \$300 million. Projects of this scope demonstrate TASI's superior ability to manage subcontractors. At the present time, TASI is planning to utilize qualified, experienced, subcontractors for the following service-related functions:

Facility Maintenance:

ABM Engineering Services

ABM is the current subcontractor performing maintenance services for the CEMOF. They will provide maintenance of all buildings and equipment as well as furnish all labor, supervision, supplies, tools and equipment as needed to provide regular and on-call facility and support equipment maintenance services at CEMOF. ABM is tasked with environmental compliance requirements at CEMOF under the direction of our Facilities Manager. TASI will continue to use ABM as the CEMOF subcontractor for a contract value for approximately \$900,000.

Vegetation Control

Agrichem Company

This work will be performed by the Agrichem Company who has been providing on track herbicide control since 1947 with service on this particular line from 1973 through 1986.

**Landscaping**

Gachina Landscape Management

Gachina Landscape Management has been managing the landscaping of properties in the Caltrain area for the past two decades. Gachina employs a team of landscape experts, ensuring the highest standard of landscaping.

Elevator & Escalator Maintenance

Otis Elevator Company

Otis Elevator Company will be used for elevator and escalator maintenance services at the Bayshore, Belmont, Diridon and Tamien. Otis is the world's largest company in the manufacture, installation, and services of elevators, escalators and moving walkways.

Pigeon Abatement & Pest Control

The Pestinator's, Inc.

The Pestinator's, Inc. has been providing pest removal and deterrent for eleven years. They will be subcontracted to provide monthly pest control, pigeon control and abatement services and pigeon deterrent systems in the form of bird spikes.

Terminex

Terminex will provide pest control for all stations and facilities.

Janitorial

Macadi Cleaning Corporation

Macadi Cleaning Corp., a certified DBE, will be used for janitorial services. Macadi has a long history of providing janitorial services to projects of similar scope. Macadi Cleaning Corporation will take care of all janitorial needs for all Caltrain stations, excluding CEMOF. Their ample knowledge working with train operations provides the experience necessary to deliver an excellent service that includes:

Trash collection and disposal, making sure trash cans are kept free of stains and markings, daily cleaning of all equipment such as ticket vending machines, lights, bike storage boxes, customers waiting areas, canopies, poles and rails, ramps, stairs and walkways. Restrooms will be cleaned, disinfected and all necessary supplies will be stock on a regular basis as needed or scheduled. Macadi is not only trained for cleaning, but with our top of the line (green) cleaning products we disinfect public areas.

Parking Lot Sweeping

Perfection Sweeping

Perfection Sweeping will be subcontracted for parking lot sweeping. Perfection Sweeping is a WBE, BASMAA and is approved for a Woman Minority owned Business.

Safety Services

SimplexGrinnell

SimplexGrinnell will be used for Fire Alarm Suppression (general maintenance). SimplexGrinnell provides 24/7 safety services with the efficiency expected of the industry leader.



4.b.3 Resource Allocation

Table 4.b.1 above indicates the number and type of positions assigned to each of the functions which TASI will be performing for JPB in providing operational and maintenance services for the Caltrain Service.

4.b.4 TASI Management and Workforce Development Plan

Consistent with the requirements of the RFP and the TASI organization chart contained in Table 4.b.1 above, as well as the governing 13(c) agreement for the Caltrain Service, TASI will make offers of employment to existing Amtrak employees engaged in the provision of the Caltrain Service. At the same time and in recognition of the governing 13(c) agreement, TASI will invite all of the members of the current contractor management team assigned to the Caltrain Service to interviews to determine their interest in employment and their suitability for the TASI management team that will be responsible for the Caltrain Service.

TASI recognizes that this latter effort, talking to and making offers to the existing management team of the incumbent contractor, can be a very sensitive issue, and we will coordinate these activities very closely with JPB and the current contractor in hopes of completing this process as expeditiously and as completely as possible. At the same time, TASI wants to give every current management employee who wants to stay in the Caltrain Service and meets TASI's standards, employment for this service and the fullest possible consideration.

Based on our experience in these types of transitions and our knowledge of the Caltrain workforce, we anticipate that approximately 90% of the current workforce, including both management and unionized personnel, will want to stay with the service and become TASI employees.

At the end of this process with the existing employees, to the extent that there are still vacancies in the TASI management team and workforce, we will recruit both locally and nationally from the ranks of qualified railroad operating and maintenance employees. At the present time, there are a large number of trained and qualified employees furloughed from the nation's railroads, as well as the consistent amount of railroad employees interested in the stability and consistency that positions within a commuter rail service offer. The Railroad Retirement Board's job service will be utilized as part of this effort and we will also seek out the assistance of the labor organizations that will be representing our workforce.

Upon issuance of a NTP, TASI will formally notify each of the unions that have collective bargaining agreements with the current operator of the selection of TASI as the contractor to the JPB. The notification will include an invitation to meet with representatives of all unions, initially as a group, to begin the transition process and to develop orderly procedures to achieve collective bargaining agreements with each, as required by the RFP. This is the first step in TASI's vision to create a management/labor partnership so critical to the success of service and TASI's proposed Customer Service Programs. Because of the relatively short timeframe from the NTP to commencement of services, the first order of business will be to agree on procedures by which TASI will contact employees currently involved in the service regarding employment opportunities with TASI. Below is a description of the process that complies with the RFP and ensures the necessary due diligence of the contractor's employment process.

It would be TASI's desire to reach agreement with all involved unions prior to the commencement date. Negotiations will begin immediately in good faith to achieve that end.

A member of the TASI Mobilization Team will be designated as the primary point of contact to address all of the complex logistical, scheduling and personnel issues that are often involved when offers of employment to an existing workforce take place. With an early start to this process, we expect to begin interviewing within 30 days



of NTP and to complete the hiring process within 60 days after that. Prior to their interview, employees will receive an employment package containing:

- A letter of introduction;
- An application form;
- An invitation to meet with TASI;
- An explanation of the labor provisions of TASI's agreement with JPB;
- A local number to call to schedule an interview and ask questions.

Interviews will be conducted at locations and times determined to be convenient for the interviewees during their off-hours. TASI recognizes it is important that the hiring process not interfere with the operation of the Caltrain Service. TASI plans to have interviews, physicals and other employment-related events take place at non-JPB facilities, but near worksites wherever possible.

Throughout the interview process, TASI will provide JPB with weekly reports detailing the level of activity, number of interviews conducted and information on progress made toward filling out our operating workforce.

For the remaining vacant positions, if any, in the Caltrain service workforce, we will be seeking qualified individuals for each position. We will focus on prior experience for all critical skill positions, including previous qualifications and certifications, if the position in question so requires.

As an example of how TASI will go about interviewing existing Caltrain Service employees and then soliciting external candidates for critical positions, we will establish qualifications for each position. Examples of these qualifications, in this case for the safety-critical position of engineer, follow.

Engineer

TASI will fill any available engineer positions with candidates who have verifiable experience, current qualifications in operating rules, and a current, valid certification pursuant to an FRA-approved 49 CFR Part 240 Locomotive Engineer Certification Program. In addition, candidates for these positions cannot have had any operating rules violations or positive drug/alcohol tests within the prior three (3) years. Other requirements for this position include:

- High school diploma or satisfactory equivalent;
- No felony convictions;
- Sufficient railroad experience;
- No 49 CFR Part 240 decertification in at least three (3) years;
- Successfully pass pre-employment physical and drug screen;
- Qualified on railroad operating rules (preference given for GCOR rules qualification);
- Satisfactory past attendance record;
- Proficient in English;
- Ability to adapt to a changing work schedule;
- Acceptable driving record – No DUIs;



- Successfully pass a background screening;
- Ability to work with others;
- Demonstrated safe work history.

Establishment of Seniority

As discussed above, TASI intends to hire the employees currently in the Caltrain Service. These employees work in a system in which seniority establishes the order in which jobs are assigned and awarded. TASI intends to honor the seniority system currently in place. To encourage early transfer of employees to TASI, a hiring commitment date will be established that will protect the current seniority of employees now in the Caltrain Service. Current employees who commit to TASI prior to the commitment date will be able to retain their seniority status. Employees who fail to commit by that date may lose their seniority.

Hiring Process

Personnel and Staffing Plan

TASI hereby acknowledges the obligations of the RFP regarding labor protection and the 13(c) agreements of the JPB and agrees to be bound by such obligations. The hiring plan set forth below is consistent with these obligations, yet also ensures that TASI will employ qualified, healthy, and safe employees.

Upon issuance of a “Notice to Proceed”, TASI will formally notify each of the unions that have collective bargaining agreements with the current operator of the selection of TASI as the contractor to the JPB. The notification will include an invitation to meet with representatives of all unions, initially as a group, to begin the transition process and to develop orderly procedures to achieve collective bargaining agreements with each, as required by the RFP. This is the first step in TASI’s vision to create a management/labor partnership so critical to the success of service and TASI’s proposed Customer Service Programs. Because of the relatively short timeframe from the NTP to commencement of services, the first order of business will be to agree on procedures by which TASI will contact employees currently involved in the service regarding employment opportunities with TASI. Below is a description of the process that complies with Section 4.24 of the RFP as well as ensures the necessary due diligence of the contractor’s employment process.

It would be TASI’s desire to reach agreement with all involved unions prior to the commencement date. Negotiations will begin immediately in good faith to achieve that end.

Hiring of Existing Workforce

Consistent with the requirements of the RFP and 13c, TASI will offer employment for available positions to the qualified existing management and hourly employees currently involved with the Caltrain service.

After NTP and an initial meeting with the unions, an invitation to apply for employment with TASI will be mailed to all employees of record with the current service provider via registered mail. Included in the invitation packet will be:

- A letter of introduction;
- An TASI company brochure;
- An invitation to meet with our team;
- An invitation to a welcome event;



- An application form;
- Information about specific positions available with TASI.

The implementation team will work together in a friendly and positive manner to meet with all candidates from the existing service who respond to our invitation. TASI will coordinate closely with JPB to address and manage any personnel issues that develop to ensure that 13(c) related issues will be kept at a minimum.

Screening and Hiring

The screening and hiring process will include these steps:

- Screening through resumes, work history, and employment history;
- Verification of references and employment history;
- Administration of attitude, aptitude and technical tests as deemed appropriate;
- Criminal records check;
- Work related in-depth interview;

Candidates accepting employment offers will be required to pass a pre-employment physical that includes, but is not limited to, a drug and alcohol screen. Every new hire will also be required to provide necessary documentation to ensure compliance with immigration and naturalization requirements.

Employee Orientation and Training Programs

As previously noted, TASI will make a concerted effort to attract qualified employees from the existing workforce and, for any additional vacancies, will recruit experienced and qualified candidates. All employees will receive, as appropriate, elements of TASI training programs. Our most basic training requirements are that:

- Every employee understands the objectives of the Caltrain commuter rail service.
- Every employee understands the basic process by which contract services are provided.
- Every employee understands how he/she individually participates and supports the overall process.
- Every employee understands his or her assignment, is trained to properly fulfill the assignment and is accountable for the quality of the work they perform.
- Every employee understands TASI’s corporate culture and its company-wide commitment to safety and customer service.



4.b.5 Crew Management

TASI’s unique approach to commuter operations service scheduling and crew management has proven an extremely effective alternative to the traditionally centralized strategies utilized by Class 1 and national passenger railroads. These entities typically perform the function of scheduling coverage of daily vacancies as a result of crew mark-offs, vacation coverage, sick leave and agreement job bidding from an off-property location.



Conversely, TASI manages this aspect of operations on-site with the local operations management personnel who have an in-depth knowledge of the system service requirements, local conditions and personnel qualifications.

We will accomplish this by utilizing current staff that are already knowledgeable of the operation and employees. Our plan is to handle this function from the Central Control Facility with additional support personnel. These additional personnel will promptly update all necessary data on the station passenger display boards conveying all real time information. The Manager of Train Operations will oversee this group and be held accountable for full compliance. This group will be monitored very closely for their optimal performance.

This approach promotes prompt, effective and situation-specific responses to scheduling activities and/or personnel availability problems faced in day-to-day operations. In addition to, policy/procedural adherence, the Communication Supervisors will be held accountable for departmental budgets. Regular reviews of the budget will ensure an efficient crew dispatching system.

This group will have additional responsibilities such as:

- Daily scheduling of personnel and filling of vacancies;
- Prompt display of real time information onto the station passenger display boards;
- Job advertisement/award process;
- Establishment of personnel and assignment requirements, spare board staffing and associated efficiency strategies.

The local management of the above referenced function works efficiently because the Supervisors will have a full understanding of the following:

- JPB staff desires;
- Daily service requirements and system conditions;
- Local conditions – traffic patterns, etc., potentially affecting crew sign-up;
- Individual employee personnel characteristics and trends;
- Individual employee residence location;
- Individual employee certifications/qualifications – territory, equipment familiarity, etc.;
- Labor agreement terms and conditions;
- Service characteristics;
- Infrastructure capacities;
- Capital/Construction support projects and potential impacts;
- Service anomalies.

The daily crew management activities will be administered from the operations control desk, which will be manned 24-hours per day, seven days per week by a Communication supervisor as a normally assigned duty with a combination of clerks and transportation personnel supporting the activity as required. An 800-phone line will be utilized for all operations employees to mark-on/off duty.

The schedules below depict typical crew assignments for weekdays and weekends.



4. Management, Operations and Maintenance

Caltrain Job Times

	on-duty	depart loc	train #	arrive loc	off-duty	break	on-duty	depart loc	train #	arrive loc	off-duty	total
Gilroy												
1	5:07 AM	6:07 AM G	217/230	10:12 AM T			SHUTTLE	11:28 AM C		12:23 PM G	1:03 PM	7:56
2	5:30 AM	6:30 AM G	221/134	10:38 AM SJ			SHUTTLE	11:28 AM C		12:23 PM G	1:03 PM	7:33
3	6:05 AM	7:05 AM G	227	9:19 AM SF	9:34 AM	5:03	2:37 PM	3:07 PM SF	158	5:30 PM G	6:10 PM	12:05
4	SHUTTLE	11:05 AM G		12:00 PM				1:10 PM SJ	151/270	7:07 PM G	7:47 PM	8:42
5	SHUTTLE	1:22 PM G		2:17 PM				3:37 PM T	261/276	7:47 PM G	8:27 PM	7:05
San Jose												
1	8:10 AM	9:10 AM SJ	135	10:41 AM SF	10:56 AM	6:07	5:03 PM	5:33 PM SF	378	6:39 PM T	7:39 PM	11:29
2	6:46 AM	7:56 AM T	329	9:02 AM SF	9:17 AM	2:20	11:37 AM	12:07 PM SF	146	1:38 PM SJ	2:18 PM	7:32
3	3:25 AM	4:30 AM SJ	101/208	7:50 AM T				8:33 AM T	233/142	12:38 PM SJ	1:18 PM	9:53
4	4:40 AM	5:45 AM SJ	305	6:42 AM SF				7:14 AM SF	314	8:13 AM SJ	8:53 AM	4:13
5	4:46 AM	5:56 AM T	309	7:02 AM SF				7:19 AM SF	216	8:28 AM SJ	9:08 AM	4:22
6	3:48 AM	4:58 AM T	103/312	7:58 AM SJ				8:22 AM SJ	231/138	11:38 AM SJ	12:18 PM	8:30
7	4:40 AM	5:50 AM T	207	7:19 AM SF				7:44 AM SF	220	9:12 AM T	10:02 AM	5:22
8	5:22 AM	6:22 AM SJ	211	7:48 AM SF				8:14 AM SF	324	9:13 AM SJ	9:53 AM	4:31
9	5:46 AM	6:56 AM T	319	8:02 AM SF				8:24 AM SF	228	9:50 AM T	10:40 AM	4:54
10	5:50 AM	6:50 AM SJ	215	7:57 AM SF				8:19 AM SF	226	9:28 AM SJ	10:08 AM	4:18
11	1:05 PM	2:10 PM SJ	155/266	5:55 PM SJ				6:24 PM T	285/192	10:18 PM T	11:08 PM	10:03
12	3:22 PM	4:32 PM T	267	6:02 PM SF				6:33 PM SF	386	7:39 PM T	8:29 PM	5:07
13	3:25 PM	4:25 PM SJ	365/382	7:11 PM SJ				7:30 PM SJ	191/194	11:18 PM T	12:08 AM	8:43
14	3:45 PM	4:45 PM SJ	369	5:44 PM SF				6:27 PM SF	284	7:55 PM SJ	8:35 PM	4:50
15	3:48 PM	4:58 PM T	271	6:29 PM SF				10:40 PM SF	196	12:11 AM SJ	12:51 AM	9:03
16	5:25 PM	6:25 PM SJ	383	7:24 PM SF				12:01 AM SF	198	1:32 AM SJ	2:12 AM	8:47
San Francisco												
1	4:10 AM	4:55 AM SF	102/313	7:42 AM SF				7:59 AM SF	322/139	11:41 AM SF	12:01 PM	7:51
2	5:26 AM	6:11 AM SF	206	7:24 AM SJ				7:50 AM SJ	225	8:57 AM SF	9:17 AM	3:51
3	4:40 AM	5:25 AM SF	104/323	8:42 AM SF				8:59 AM SF	332/143	12:41 PM SF	1:01 PM	8:21
4	6:39 AM	7:24 AM SF	218	8:50 AM T	9:40 AM	6:51	4:31 PM	5:31 PM SJ	275	6:39 PM SF	6:59 PM	12:20
5	5:59 AM	6:44 AM SF	210	8:13 AM T	9:03 AM	2:07	11:10 AM	12:10 PM SJ	147	1:41 PM SF	2:01 PM	8:02
6	1:22 PM	2:07 PM SF	154/263	5:29 PM SF				5:56 PM SF	280/193	10:01 PM SF	10:21 PM	8:59
7	2:52 PM	3:37 PM SF	260/277	7:02 PM SF				7:30 PM SF	190/195	11:01 PM SF	11:21 PM	8:29
8	3:34 PM	4:19 PM SF	264	5:27 PM SJ				5:45 PM SJ	379	6:44 PM SF	7:04 PM	3:30
9	3:24 PM	4:09 PM SF	362/373	6:24 PM SF				6:56 PM SF	288/197	12:01 AM SF	12:21 AM	8:57
10	12:22 PM	1:07 PM SF	150/159	4:38 PM SF				5:14 PM SF	372/189	8:21 PM SF	8:41 PM	8:19
11	3:48 PM	4:33 PM SF	368	5:39 PM T				5:58 PM T	281	7:29 PM SF	7:49 PM	4:01
12	4:35 PM	5:20 PM SF	274	6:28 PM SJ				6:45 PM SJ	287	8:00 PM SF	8:20 PM	3:45

	On	Off
SF	0:45	0:20
G	1:00	0:40

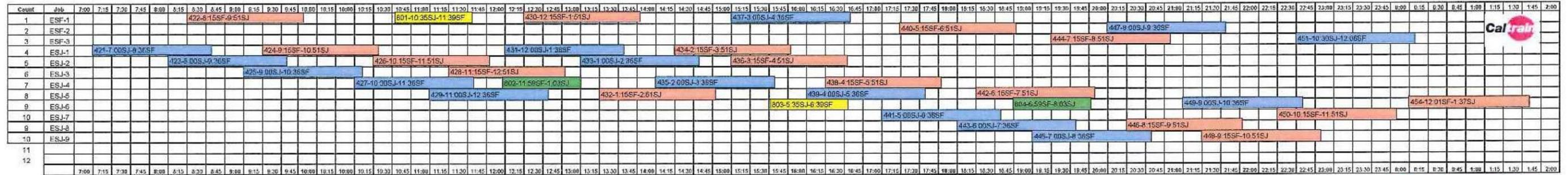
	begin	End	Time
DTC	CMF	SJC	1:05
DTC/DHE	CMF	SJC	1:10
DHE	CMF	SJC	1:00
DHE	TMN	CMF	0:50
DHE	CMF	TMN	1:10
DHE	SJC	CMF	0:40
DHE/DTC	SJC	CMF	1:30
DHE/DTC	TMN	CMF	1:30
DTC	SJC	CMF	0:45

1:00
0:40





Table 4.b.5.2 Saturday Crewing



Caltrain Job Times

	on-duty	depart loc	train #	arrive loc	off-duty	break	on-duty	depart loc	train #	arrive loc	off-duty	total
Gilroy												
G1												
G2												
San Jose												
1	6:00 AM	7:00 AM SJ	421/424	10:51 AM SJ				12:00 PM SJ	431/434	3:51 PM SJ	4:31 PM	10:31
2	7:00 AM	8:00 AM SJ	423/426	11:51 AM SJ				1:00 PM SJ	433/436	4:51 PM SJ	5:31 PM	10:31
3	8:00 AM	9:00 AM SJ	425	10:36 AM SF				11:15 AM SF	428/Report	12:51 PM SJ	4:00 PM	8:00
4	9:00 AM	10:00 AM SJ	427/802	1:03 PM SJ				2:00 PM SJ	435/438	5:51 PM SJ	6:31 PM	9:31
5	10:00 AM	11:00 AM SJ	429/432	2:51 PM SJ				4:00 PM SJ	439/442	7:51 PM SJ	8:31 PM	10:31
6	4:00 PM	5:00 PM SJ	441/Report	6:36 PM SF	6:51 PM	2:54	9:45 PM	10:15 PM SF	450	11:51 PM SJ	12:31 AM	8:31
7	4:35 PM	5:35 PM SJ	803/804	8:03 PM SJ				9:00 PM SJ	449/454	1:37 AM SJ	2:17 AM	9:42
8	5:00 PM	6:00 PM SJ	443	7:36 PM SF				8:15 PM SF	446/Report	9:51 PM SJ	1:00 AM	8:00
9	6:00 PM	7:00 PM SJ	445	8:36 PM SF				9:15 PM SF	448/Report	10:51 PM SJ	2:00 AM	8:00
San Francisco												
1	7:30 AM	8:15 AM SF	422/801	11:39 AM SF				12:15 PM SF	430/437	4:36 PM SF	4:56 PM	9:26
2	4:30 PM	5:15 PM SF	440	6:51 PM SJ				8:00 PM SJ	447/Report	9:36 PM SF	12:30 AM	8:00
3	6:30 PM	7:15 PM SF	444/Report	8:51 PM SJ	9:06 PM	0:54	10:00 PM	10:30 PM SJ	451/Report	12:06 AM SF	2:30 AM	8:00

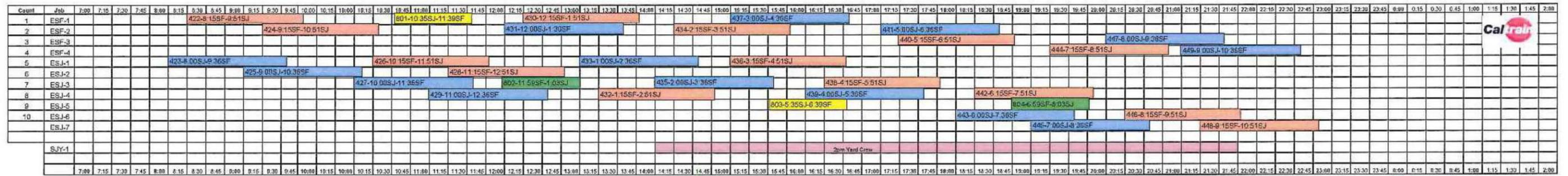
	On	Off
SF	0:45	0:20
G	1:00	0:40

	begin	End	Time	
DTC	CMF	SJC	1:05	
DTC/DHE	CMF	SJC	TMN	1:10
DHE	CMF	SJC	1:00	
DHE	TMN	CMF	0:50	
DHE	CMF	TMN	1:10	
DHE	SJC	CMF	0:40	
DHE/DTC	SJC	CMF	GLY	1:30
DHE/DTC	TMN	CMF	GLY	1:30
DTC	SJC	CMF	0:45	

1:00
0:40



Table 4.b.5.3 Sunday Crewing



Caltrain Job Times

	on-duty	depart loc	train #	arrive loc	off-duty	break	on-duty	depart loc	train #	arrive loc	off-duty	total
San Jose												
1	7:00 AM	8:00 AM SJ	423/426	11:51 AM SJ			1:00 PM SJ	433/436	4:51 PM SJ	5:31 PM	10:31	
2	8:00 AM	9:00 AM SJ	425	10:36 AM SF			11:15 AM SF	428/Report	12:51 PM SJ	4:00 PM	8:00	
3	9:00 AM	10:00 AM SJ	427/802	1:03 PM SJ			2:00 PM SJ	435/438	5:51 PM SJ	6:31 PM	9:31	
4	10:00 AM	11:00 AM SJ	429/432	2:51 PM SJ			4:00 PM SJ	439/442	7:51 PM SJ	8:31 PM	10:31	
6	4:35 PM	5:35 PM SJ	803	6:39 PM SF			6:59 PM SF	804/Report	8:03 PM SJ	12:35 AM	8:00	
6	5:00 PM	6:00 PM SJ	443	7:36 PM SF			8:15 PM SF	446/Report	9:51 PM SJ	1:00 AM	8:00	
7	6:00 PM	7:00 PM SJ	445	8:36 PM SF			9:15 PM SF	448/Report	10:51 PM SJ	2:00 AM	8:00	
San Francisco												
1	7:30 AM	8:15 AM SF	422/801	11:39 AM SF			12:15 PM SF	430/437	4:36 PM SF	4:56 PM	9:26	
2	8:30 AM	9:15 AM SF	424/431	1:36 PM SF			2:15 PM SJ	434/441	6:36 PM SF	6:56 PM	10:26	
3	4:30 PM	5:15 PM SF	440	6:51 PM SJ			8:00 PM SJ	447/Report	9:36 PM SF	12:30 AM	8:00	
4	6:30 PM	7:15 PM SF	444	8:51 PM SJ			9:00 PM SJ	449/Report	10:36 PM SF	2:30 AM	8:00	

	On	Off
G	1:00	0:40

	begin	End	Time
DTC	CMF	SJC	1:05
DTC/DHE	CMF	SJC	TMN
DHE	CMF	SJC	1:00
DHE	TMN	CMF	0:50
DHE	CMF	TMN	1:10
DHE	SJC	CMF	0:40
DHE/DTC	SJC	CMF	GLY
DHE/DTC	TMN	CMF	GLY
DTC	SJC	CMF	0:45

1:00
0:40



4. c.1 Mobilization Team Members and Key Responsibilities

Objective & Purpose

The foremost objective of the mobilization effort is to prepare TASI to assume the operation and maintenance of the Caltrain service on the commencement date in a seamless transition without incident or disruption to the service. The only difference noticed by Caltrain's customers would be the improved appearance and performance of the operating personnel and equipment within the first few months after the commencement date, accomplished by implementing TASI's Customer Service Plan. To achieve this seamless transition, TASI will execute a plan in which every individual in the organization clearly understands his or her role and how their role meets the overall objective of the Caltrain service requirements. Our mobilization period training efforts focus on these basic goals.

Additionally, our mobilization plans will provide a similar seamless transition for the capital and third party functions. The purpose will be to ensure that the JPB capital projects underway, the planning for those in the future, and the third party projects along the JPB right of way all continue without interruption and, most importantly, with no impact to the Caltrain service.

The following sections provide an outline and basis for an efficient and cost-effective mobilization effort, while ensuring a safe and timely commencement for TASI to carry out commuter rail services for the JPB. The plan will guide our efforts through the critical mobilization period and will also contribute to the development of the final plan under which we will operate.

As a constant point of contact for JPB and to assure that mobilization/ implementation activities are properly focused and fully compliant with contractual requirements, TASI's Mobilization Team will be led by our General Manager for the Caltrain Service, Gerald C. Francis. Mr. Francis will work closely with JPB to implement a seamless transition to TASI's provision of commuter rail services. Offices for the Mobilization Team will be located at local offices as required by the RFP. Beginning immediately with Notice To Proceed, the Mobilization Team will start the process of evaluating and offering positions to employees of the current operator. All employment activities will be performed in the context of 13(c) obligations. TASI has identified a new top management team which we believe will lead the employees involved in the Caltrain service through the process of establishing a new culture that embodies the principles of responsiveness to our client, respect of an owner/contractor relationship beginning with complete transparency, safety in the work place, safety for our customers and the adjoining communities and customer service as a priority. All new members of the team will be on-sight immediately upon notice to proceed and relocated as soon as practical. To the limited extent that offers are made to and accepted by management employees of the current contractor, those team members will join TASI at Service Commencement Date. TASI will work closely with the JPB to ensure that all 13 (c) requirements are met and that the risks of both parties are mitigated.

Additional members of the Mobilization Team will include the following Key Management Personnel:

- Deputy General Manager, Safety, Training and Compliance
- Deputy General Manager, Maintenance of Equipment
- Deputy General Manager, Operations
- Deputy General Manager, Maintenance of Way
- Deputy General Manager, Administration and Finance
- Deputy General Manager, Customer Services & Support



- Manager Stations & Facilities

As all Mobilization Team members are Key Management Personnel, to the extent possible, resumés for each of these individuals are included in Section 3.e Qualifications and Experience of Key Management Personnel.

Each member of the Mobilization Team will be responsible for all activities of the Caltrain Service functions within their responsibilities, including both the Basic Service Plan and for those necessary, the efficient and cost-effective provision of On-Call Additional Services.

In addition, corporate resources listed below will be available to the Mobilization Team and on site as required assisting in their respective areas of expertise:

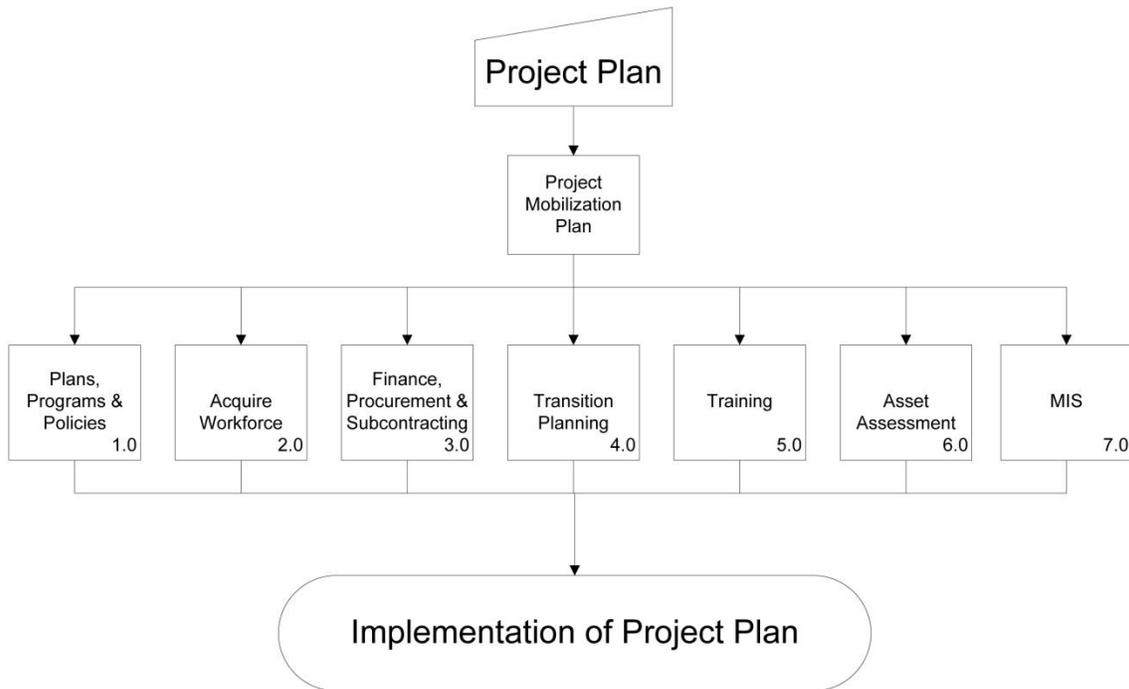
- Robert J Smith, President, President & CEO, Herzog Transit Services, Inc., President, TransitAmerica Services, Inc. - Overall Management & Labor Relations
- Art Van Meter, Senior Vice President, Herzog Contracting Corporation - Finance, Accounting & Risk Management
- Ray Lanman, Vice President, TransitAmerica Services, Inc. - Contractual and Agency Relationship Issues
- Louis Litten, Deputy Division Manager, Herzog Transit Services, Inc. - Operations
- Pete Kane, Director, Safety & Compliance, Herzog Transit Services, Inc. - Safety and Compliance
- Doug Warner, General Manager, Herzog Transit Services, Inc. - Maintenance of Equipment
- Kamara Roach, Director of Human Resources, Herzog Contracting Corp - Human Resources and Employee Benefits
- Michael Delaney, Labor Relations Counsel

The following pages include detailed processes and schedules by which TASI will accomplish the mobilization plan.



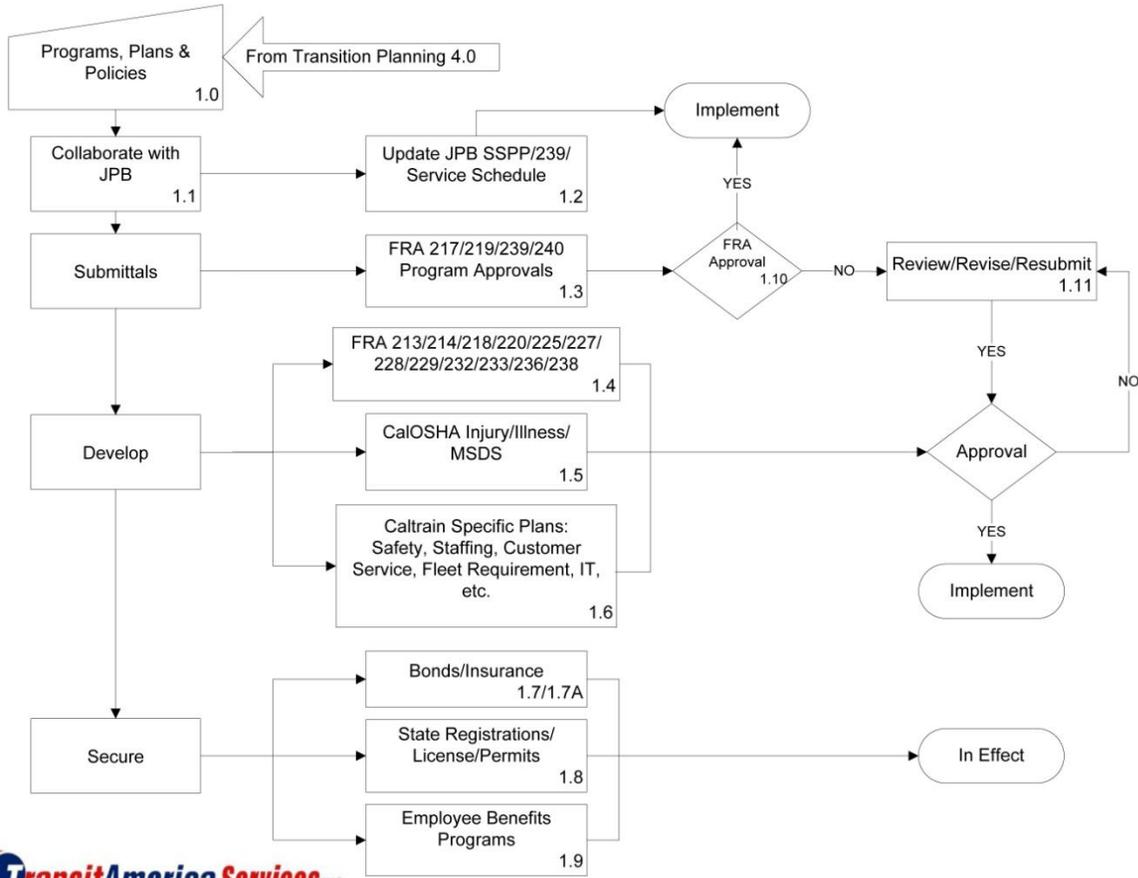
4.c.2 Mobilization Schedule for All Key Mobilization Activities:

Caltrain Mobilization Flow Charts



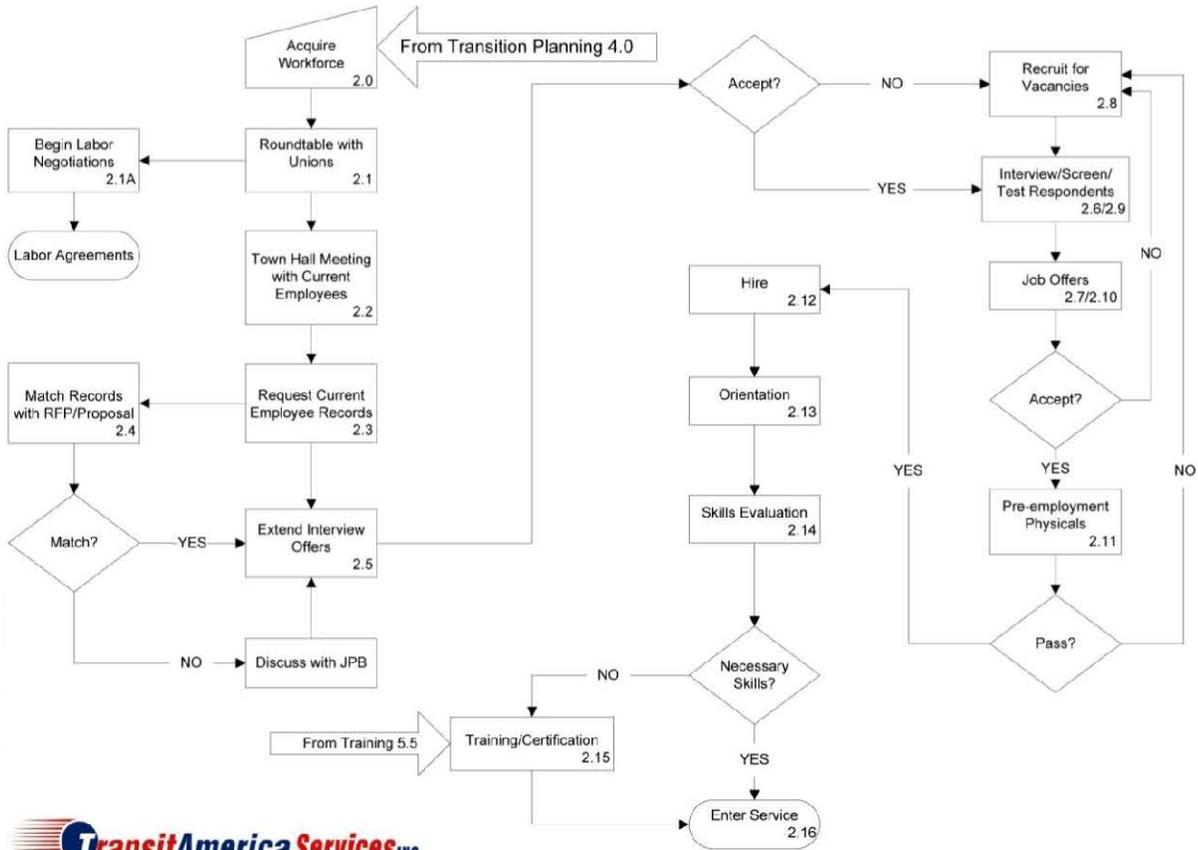


Process 1.0 - Plans, Programs & Policies



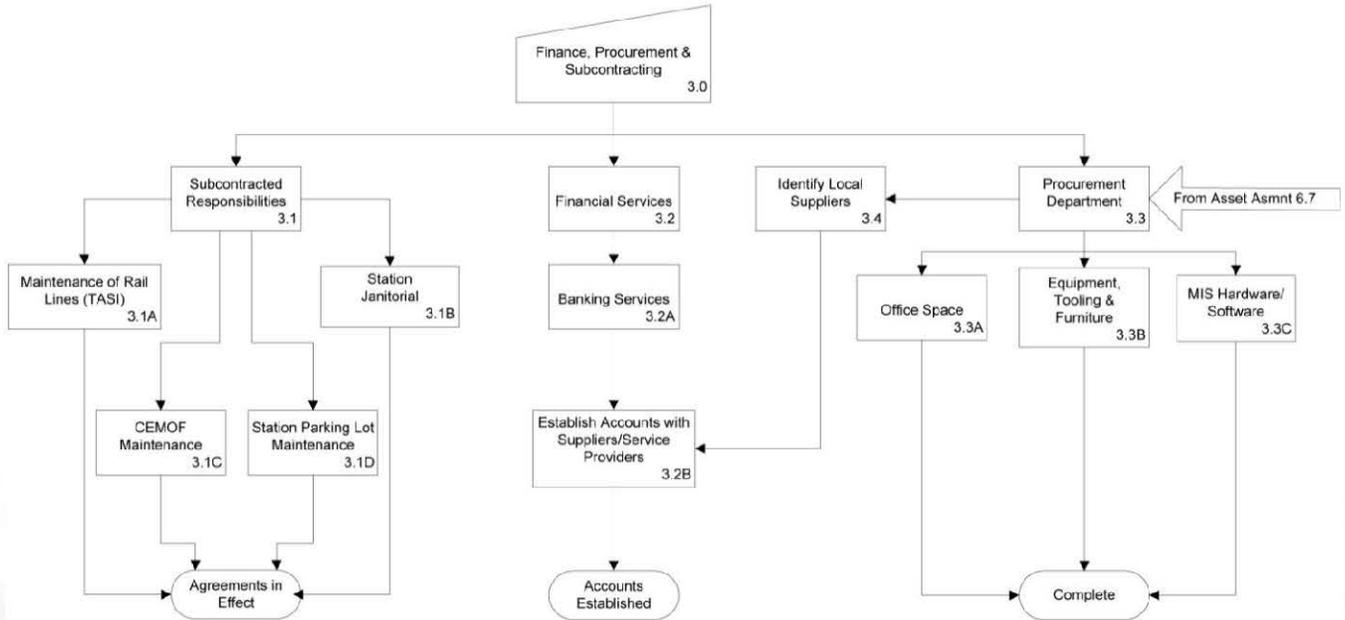


Process 2.0 - Acquire Workforce



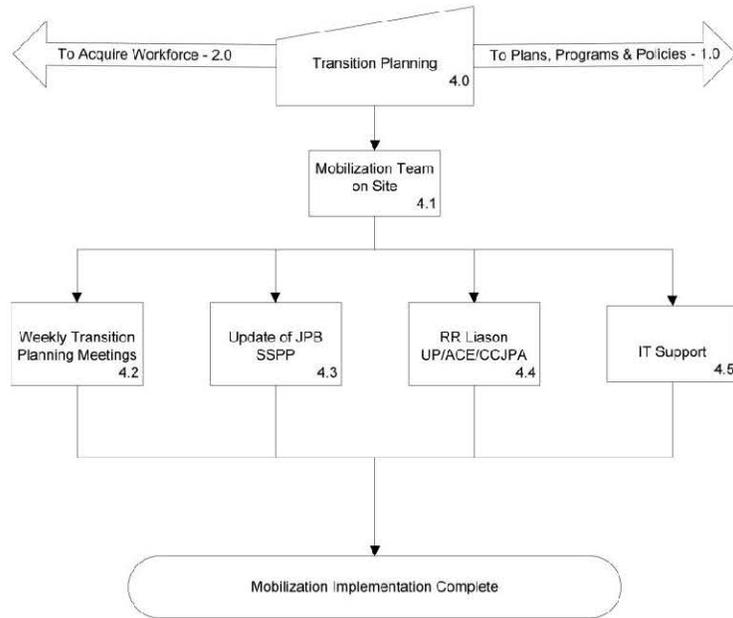


Process 3.0 - Finance, Procurement & Subcontracting



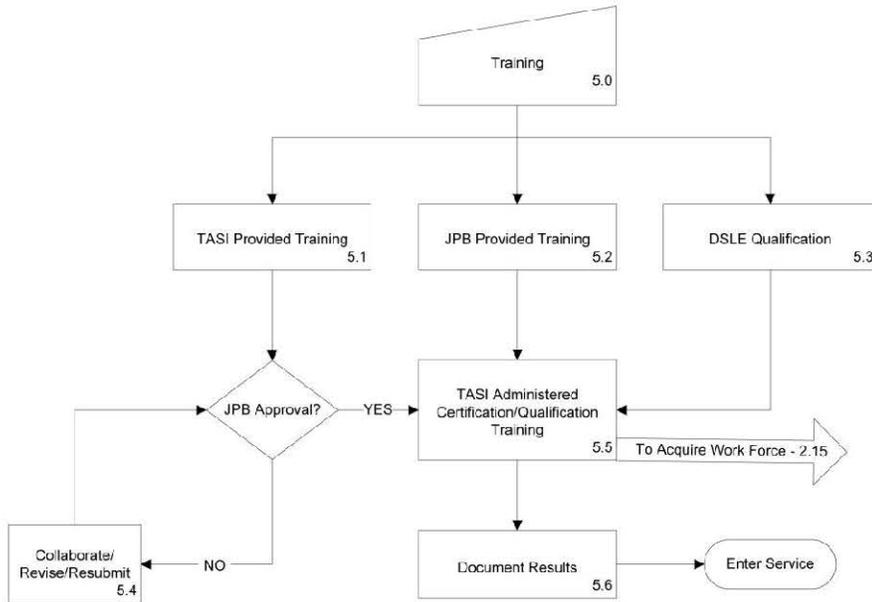


Process 4.0 – Transition Planning



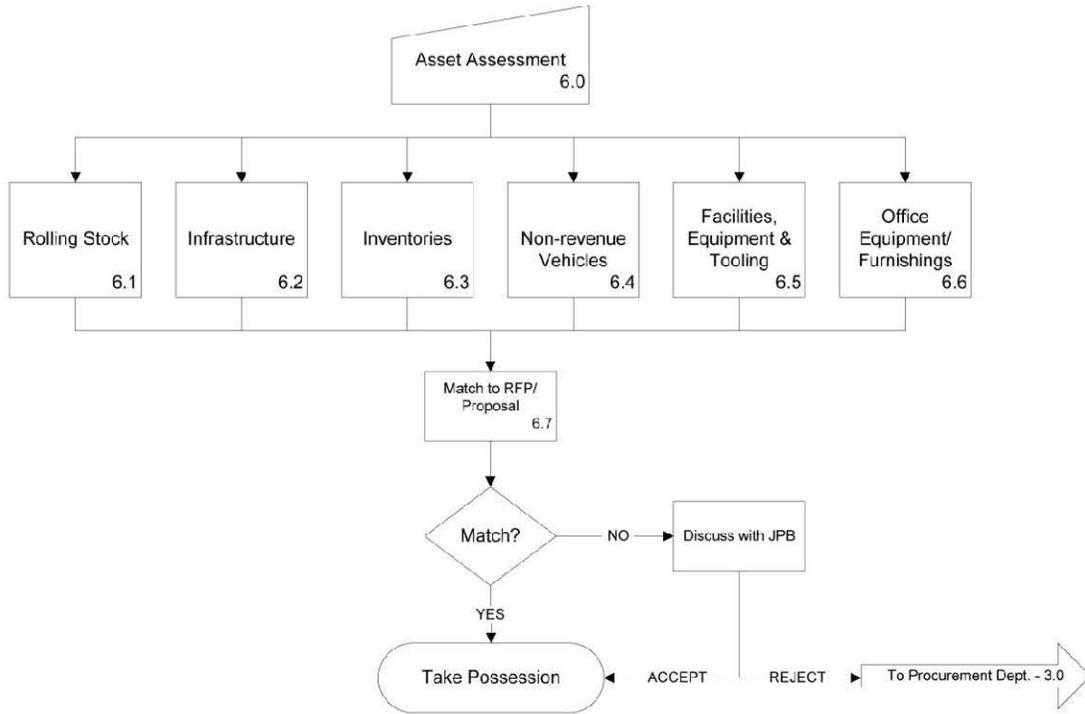


Process 5.0 - Training



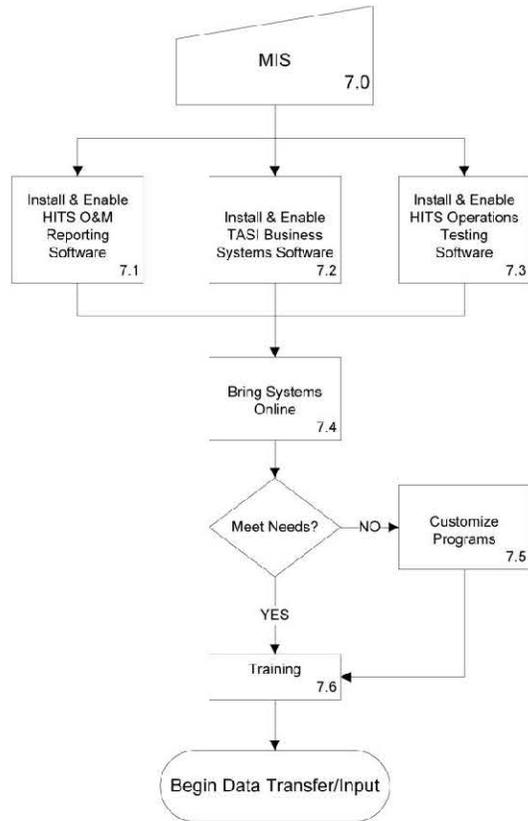


Process - 6.0 Asset Assessment



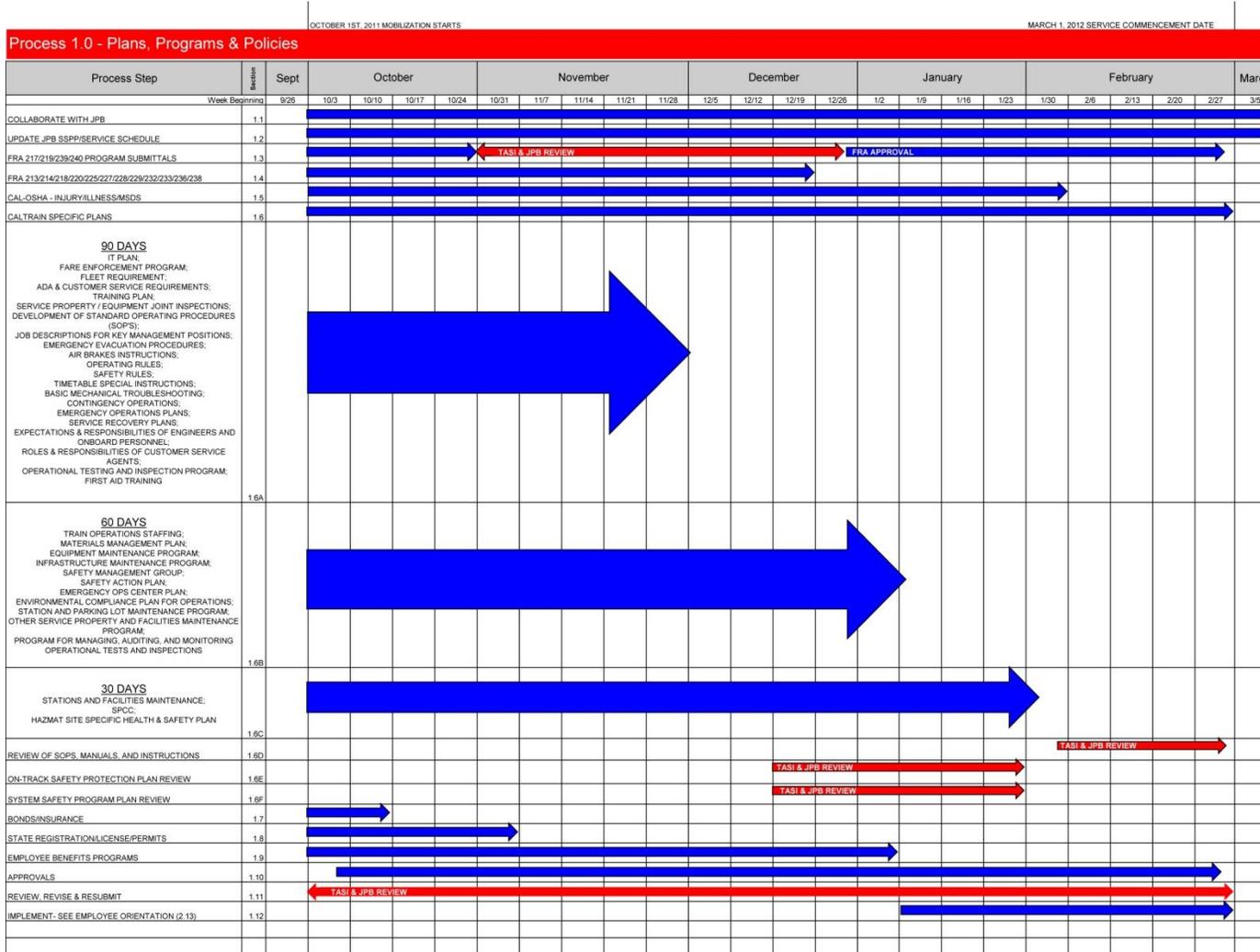


Process 7.0 - Management Information Systems





4.c.3 Schedule for Contract Deliverables:





Process 2.0 - Acquire Workforce

Process Step	Week Beginning	Sept		October				November				December				January				February				March			
		9/26	10/3	10/10	10/17	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27	3/5		
ROUNDTABLE WITH UNION OFFICIALS	2.1	← Begin upon award of contract →																									
BEGIN LABOR NEGOTIATIONS	2.1A																										
TOWN HALL MEETING WITH CURRENT EMPLOYEES	2.2																										
REQUEST CURRENT EMPLOYEE RECORDS	2.3																										
MATCH RECORDS TO RFP/PROPOSAL	2.4																										
EXTEND INTERVIEW OFFERS	2.5																										
INTERVIEW, SCREEN AND TEST RESPONDENTS	2.6/2.9																										
JOB OFFERS	2.7/2.10																										
RECRUIT FOR VACANCIES	2.8																										
PRE-EMPLOYMENT PHYSICAL	2.11																										
HIRE	2.12																										
ORIENTATION	2.13																										
SKILL EVALUATION	2.14																										
TRAINING/CERTIFICATION	2.15																										
ENTER SERVICE	2.16																										
16																											
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29																											
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Process Step		Revision	Sept	October	November	December	January	February	March																		
Week Beginning			9/26	10/3	10/10	10/17	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27	3/5	
SUBCONTRACTED RESPONSIBILITIES																											
MAINTENANCE OF RAIL LINES (TASI)	3.1A		[Bar]																							[Bar]	
STATION JANITORIAL	3.1B		[Bar]																							[Bar]	
CEM OF MAINTENANCE	3.1C		[Bar]																							[Bar]	
STATION/PARKING LOT MAINTENANCE	3.1D		[Bar]																								[Bar]
FINANCIAL SERVICES																											
BANKING SERVICES	3.2A		[Bar]																								
ESTABLISH ACCOUNTS WITH SUPPLIERS/SERVICE PROVIDERS	3.2B		[Bar]																								
PROCUREMENT DEPARTMENT																											
OFFICE SPACE	3.3A		[Bar]																								
EQUIPMENT, TOOLING & FURNITURE	3.3B		[Bar]																								
MIS HARDWARE/SOFTWARE	3.3C		[Bar]																							[Bar]	
IDENTIFY LOCAL SUPPLIERS	3.4		[Bar]																								
16																											
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Process 4.0 - Transition Planning

Process Step	Week Beginning	Milestone	Sept		October				November				December				January				February			March					
			9/26	10/3	10/10	10/17	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27	3/5			
MOBILIZATION TEAM ON-SITE		4.1	[Blue arrow spanning from 9/26 to 3/5]																										
WEEKLY TRANSITION PLANNING MEETINGS - JPB/AMTRAK/TASI		4.2	[Blue arrow spanning from 9/26 to 3/5]																										
MODIFICATION/UPDATE OF JPB SSPP		4.3	[Blue arrow spanning from 10/31 to 12/26]																										
RAILROAD LIASCN - UP/ACE/CC/JPA		4.4	[Blue arrow spanning from 12/5 to 3/5]																										
IT SUPPORT		4.5	[Blue arrow spanning from 9/26 to 10/3]																										
5																													
6																													
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Process 6.0 - Asset Assessment																										
Process Step	Section	Sept	October				November				December				January				February				March			
		Week Beginning	9/28	10/3	10/10	10/17	10/24	10/31	11/7	11/14	11/21	11/28	12/5	12/12	12/19	12/26	1/2	1/9	1/16	1/23	1/30	2/6	2/13	2/20	2/27	3/5
ROLLING STOCK	E.1																									
INFRASTRUCTURE	E.2																									
INVENTORIES	E.3																									
NON-REVENUE VEHICLES	E.4																									
FACILITIES/EQUIPMENT/TOOLING	E.5																									
OFFICE EQUIPMENT/FURNISHINGS	E.6																									
MATCH TO RFP/PROPOSAL	E.7																									
8																										
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12																										
13																										
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4.c.4 Facilities Plan

TASI has reviewed the RFP and will secure an office for all mobilization personnel. During the Mobilization period, TASI's Mobilization Team and all mobilization activities will likely be headquartered in leased office space. An alternative TASI would like to explore is to place mobile office space on JPB property, both in San Jose and San Francisco.

After the Commencement Date, all service functions will be kept in the same locations and the same facilities that are currently being used.

4.c.5 Access Arrangements and Support Required from JPB

TASI will seek JPB's support to the extent necessary for reasonable access to the equipment and facilities and in obtaining basic information from the current service provider, especially in regard to the existing workforce, as we will want to make early contact with the employees currently providing the Caltrain Service to begin the process of transitioning them to TASI.

TASI is aware that the current Agreement for the Operation of Commuter Rail Service between JPB and the present contractor requires the cooperation of that contractor in the event of a transition to a new contractor, and we anticipate that that cooperation will be forthcoming. To the extent that this does not prove to be the case, we will ask JPB for assistance and support.

Necessary support may include:

- Access to equipment and facilities for inspection, familiarization and training process.
- Names, home addresses and home telephone numbers of all active employees of the current service provider and subcontractors.
- Current qualifications and certifications of existing employees and subcontractors, wherever applicable.
- Master information for all equipment to be maintained to include all serialized components, date of installation, warranty information, preventive maintenance history including overhaul history, defect history, mileage history and configuration management records.
- Similar information for track, structures, signal and communication systems.
- A complete material inventory for all equipment, infrastructure and systems to be maintained.
- Electronic material usage history for every part number from the current service provider's management information system.
- Current component and service supplier list with telephone numbers and addresses.
- Configuration management records for all equipment to be maintained.
- A complete, current inventory of materials on-hand utilized to maintain equipment, infrastructure, and systems.



- Material usage history for every part number from the current service provider's management information system or hard copy records.
- Current active component and service supplier list with telephone numbers and addresses.
- All existing maintenance records.
- Current list of assets at San Jose, San Francisco, and Gilroy facilities.
- Current list of all other JPB assets being used by the current contractor.
- Current status of State of Good Repair on all Service property, Service equipment, facilities/fixed equipment/tooling and inventories; In the mobilization period, TASI will be utilizing the JPB provided locomotive and car SOGR assessments that were performed by LTK and historical maintenance data to establish an initial baseline. Subsequent to Start-up and full access to the fleet, TASI will utilize our HITS system to further document equipment condition and track all new component failures and associated repair work. Working jointly with JPB staff, these data sets will then be utilized to perform trend analysis to predict life cycle issues resulting in evolution of maintenance activities as well as establish capital program needs. TASI anticipates that this effort will be completed early in Year One.
- Timely response from the current operator regarding the anticipated request for Locomotive Engineers' service record information in accordance with 49 CFR Part 240.
- Timely response from the current operator regarding the anticipated request for "Release of Information Form" regarding 49 CFR Part 40 – Drug and Alcohol Testing.

4.c.6 Service Continuity Plan

TASI clearly understands the importance of a smooth and seamless transition. We are committed to have all aspects of the service properly in place and rehearsed to the level of competency that both TASI and JPB demand. This is achieved by meeting all of the milestones of the mobilization effort so that all processes and procedures are in place well in advance of TASI's assumption of the operation and every employee is comfortable with their assignment in the operating scheme.



In addition, the overall transition program will contain several specific elements, including:

- A weekly meeting between TASI and JPB to discuss, in detail, the progress of the transition. Included in these meetings will be a critical path schedule showing progress in transition activities, updated weekly.
- A weekly transition management meeting involving JPB, the incoming TASI and the outgoing contractor.



- Our Mobilization Team will handle this transition with focus concerning:
 - Operations;
 - Maintenance of Equipment and Facilities;
 - Maintenance of Infrastructure;
 - Materials Management;
 - Capital/Construction Support;
 - Administration and Finance;
 - Acquisition and improvement of permanent office facilities;
 - Transfer of project records;
 - Establishing working relationship with the collective bargaining units representing the current employees;
 - Negotiating new union agreements that will increase the efficiency of the workforce without penalizing the employer;
 - Employment of existing personnel in the context of 13(c) obligations;
 - Training of both existing personnel and new employees;
 - Transition planning among the JPB, the current operator and TASI.

Some of these Transition tasks are described in detail below.

Transfer of Project Records

TASI and its subcontractor will oversee the orderly transfer of project records. In addition, historical records must be maintained. TASI has experience in maintaining records on large transition and construction projects. Upon “Notice to Proceed”, TASI will begin establishing systems and procedures for the orderly transfer of records at the time of commencement of services. The process should begin with a complete inventory of these records during the transition period. TASI is prepared to begin this activity at any time during the transition process.

Employment of Existing Personnel in the Context of 13(c) Obligations and Labor Relations

Please see Process 2.0 Flow and Calendar of Events above.

Overview

TASI understands its 13(c) obligations and will comply with its fullest ability. TASI’s legal advice indicates that 13(c) most definitely applies to agreement covered employee in the unions that are parties to the arrangement pursuant to section 13(c) of the federal transit, as amended, with the Peninsula Corridor Joint Powers Board. TASI has also been advised that the General Manager is not covered by the agreement. It is likely that those managers reporting directly to the General Manager that set and implement policies of the current contractor with respect to the Caltrain services are not covered. There is precedent for managers below that level of receiving 13(c) compensation. To establish TASI’s goal of achieving a management team that believes in the principles of changing the corporate culture



to that described in Section 4.c.1, TASI will work with the JPB to minimize the financial impact of employing the new management team.

Labor Relations

It is the intent of TASI to establish working relationships with the unions currently representing the covered employees of the current contractor. Upon receipt of a Notice to Proceed, TASI will immediately contact the current unions and propose a roundtable discussion to include representatives of all the unions. In an amicable atmosphere, the discussion will center establishing a process whereby TASI can begin contacting current employees to extend invitations to town hall meetings. At those meetings, TASI will provide information about the company and the employment process. Specifically, each employee will receive an employment package that contains the following:

- A letter of introduction;
- An TASI company brochure;
- An invitation to an interview;
- Detailed information about the employment process
- An application form;
- Detailed information about employee benefits
- Information about specific positions available with TASI.

The screening and hiring process will include these steps:

- Work related in-depth interview;
- Screening through resumes, work history, and employment history;
- Verification of employment history;
- Administration of attitude, aptitude and technical tests as deemed appropriate;
- Criminal records check;
- Candidates accepting employment offers will be required to pass a pre-employment physical that includes, but is not limited to, a drug and alcohol screen. Every new hire will also be required to provide necessary documentation to ensure compliance with immigration and naturalization requirements.

Depending upon the position, availability and vacancies, new employees training regarding SOP's will start immediately after the hiring process. The hiring process will begin once vacancy determinations have been made. It is planned to implement the current SOP's that are in effect at the time TASI assumes the roles and responsibilities of the Caltrain service, and TASI will then implement immediate new SOP training. This will be done methodically to ensure and allow a smooth transition. It should be noted that as soon as permissible, TASI will complete all background checks, MVR's and physicals along with contingent offers of employment in order to determine the amount of vacancies, if any. This will be done as far in advance of the TASI assumption of operations of the Caltrain service as possible.

TASI would seek agreements from the unions to allow this process to take place concurrently with union agreement negotiations. As incentive to the unions and employees to do this, TASI would agree that all



employment offers would include wages and benefits at least as good as those that they are currently receiving at the time of submission of its proposal including future increases that have already been agreed to and that the current seniority register would be recognized. New agreements negotiated after the time of proposal submission would be accepted by TASI only if agreed to by the JPB. TASI would also agree that the employment offers would be contingent on the unions and TASI reaching acceptable project labor agreements.

It is TASI's intent to negotiate a project labor agreement containing terms and conditions that apply only to employees of the Caltrain service.

Filling Vacancies Prior to Commencement Date

TASI plans to complete the employment process described above in the first few weeks after receipt of a Notice to Proceed. If during the process it becomes apparent that sufficient employees of the current contractor's workforce are not responding to invitations for interview or at the end of the process vacancies exist, TASI has a multifaceted plan already underway that will ensure that at Service Commencement Date there will be ample fully trained and qualified/certified (as required) employees to continue the service without interruption.

First, TASI is advising its current employees of possible opportunities in the Bay Area on the Caltrain commuter rail system. Interested employees will be immediately interviewed and offered a transfer if their employment history indicates above average performance and they are recommended by their current supervisor. Second, TASI also has applicant files that include certified and qualified engineers, train conductors and maintenance specialists. Finally, in February, 2011, TASI began a national advertising campaign for certified locomotive engineers and for candidates with other railroad experience. Ads have been placed in *Railway Age* and *Progressive Railroading* for their next issue. In addition, ads have been placed on the internet on various websites including *Monster.com*, on our *htsi.com* website with a list of all locations, by state, across the country, including California. This was done so as not to cause unnecessary concern among the current contractor workforce. New candidates will undergo the hiring process described above.

Should vacancies exist after the employment process for existing employees of the current contractor is completed, training needs will be evaluated and if resources are needed at other locations, we are prepared to use them. TASI has considerable facilities across the country to utilize. In California, TASI has its' COASTER operation in North San Diego County where we have a signal school currently used to train signal maintainers. Additionally, we have engineer, conductor, maintenance of equipment and maintenance of way training that is done on a regular basis at that location. We also have maintenance of equipment training and locomotive engineer and conductor training at our ACE operation located in Stockton, Ca. Dispatcher training in Dallas is available for all of our dispatch training needs. Additionally, we have capabilities for further training needs at Albuquerque, NM, Raleigh, NC, Austin, TX, Atlantic City, NJ along with the Port of Los Angeles.

In the unlikely event the above steps fail to produce enough fully trained, qualified and/or certified employees by 30 days before the start date, TASI will "borrow" certified and qualified employees from its other services to temporarily fill the Caltrain requirements. The following is a listing of certified engineers and fully trained conductors that currently can be made available if required.



	ENGINEERS	CONDUCTORS
Herzog Contracting	1	-
TRE	2	3
CAPMETRO	2	
ACE	2	-
Rail Runner	3	
Coaster	5	
Total	15	3

Includes 2 managers included in our proposal.

The duration of their availability is not expected to exceed 4 months, but some could be extended if the need arises.

Training of Both Existing Personnel and New Employees

All new and existing employees will undergo the necessary training to ensure service continuity. TASI will conduct a one day Orientation Training Program during the Mobilization Period for all employees offered employment. The objectives of the program are listed below:

- Every employee understands the objectives of the Caltrain commuter rail service;
- Every employee understands the basic process by which contract services are provided;
- Every employee understands how they individually participates and supports the overall process;
- Every employee understands that they are held accountable for the quality of the work they perform;
- Every employee understands TASI’s corporate culture and its company-wide commitment to safety and customer service;
- Every employee in contact with customers understands the dress code, uniform requirements and grooming standards.

During the interview process, initial evaluations will be made as to the employees understanding of position requirements. Deficiencies will be prioritized and a training needs assessment will be developed. This will be revised after observation of the employees during the period immediately following the Commencement Date. Training programs will be developed and administered to address immediate needs.

If locomotive engineer certification training is required, with the exception of physical characteristics qualification, it can be accomplished at any of our existing commuter rail operations. TASI already has



on file with the FRA approved Engineer Certification Programs. The location of the training will be decided, taking into account the needs of TASI's JPB employees and training needs at our other locations. Our experience indicates that closely supervised training on "live" equipment produces superior results. Therefore, our training programs do not include use of a simulator.

Workforce Training Beginning at Commencement Date

TASI fully recognizes the importance of hiring, training and retaining properly motivated, technically capable, safety and service-oriented employees. As contractor for the JPB, our foremost responsibility will be to ensure the satisfaction of our two customers - the passengers on the trains and JPB.

All employees will be the recipient and the beneficiary of a training program with the following points of emphasis:

Training Plan

Personnel training is a critical component of TASI's commuter rail program. Employees at all levels receive instruction in theoretical and practical training as necessary. Personnel training is an ongoing activity and a normal part of contract operation. Results are measured, in part, by the daily level of system proficiency.

Training Approach and Emphasis

Drawing from our experience, TASI emphasizes a specific, focused training program. Personnel education and skills training are a continuous process. The chief objectives of personnel training are the attainment of skills and uniformity of work product.

There are three basic elements comprising an employee's training. They are:

- Orientation

Orientation is an introduction to new employees emphasizing the philosophy and goals of the contract operation and identifying specific contributions individual employees can make for the benefit of JPB, TASI and the individual employee.

- Theoretical Training

A sufficient amount of theoretical training is provided to employees to ensure an adequate knowledge base to understand their tasks thoroughly and confidently. Care is exercised not to burden employees with too much theory to the point of diminishing returns.

- Practical Training

TASI subscribes to training methods of personal one-on-one mentoring instruction utilizing in-house expertise in concert with external sources of education to provide an extensive program of training tailored to an individual's capacity of comprehension and ability to learn.

This method, in contrast to the common practice of "textbook" training programs, does not inundate personnel with theory prior to practical hands-on experience, but rather sequences physical on-the-job training with corresponding pertinent technical data at an individualized rate promoting significantly better comprehension and retention. Utilization of this progressive approach has proven to be highly beneficial in minimizing an employee's learning curve in a cost effective manner and is more practically oriented to the nature of the industry.



This process is a group effort of all personnel, creating an environment of teamwork and achievement towards the company's purpose, and takes advantage of all employee's experience and abilities, in a structured manner, to provide an ever-increasing collective pool of expertise.

The emphasis is on education and skills training for successful system operation. Continuous training is provided progressively to increase the knowledge and skill basis of employees as required including refresher training. For example, when equipment maintainers are taught the functioning of subsystems, such as brakes, the intent is to impart practical and "hands-on" knowledge for the purpose of troubleshooting, inspections and preventive maintenance.

These programs have resulted in a very high level of expertise for operating and maintenance personnel to support the contracts for Tri-County Commuter Rail, Trinity Railway Express, New Mexico Rail Runner Express, The Coaster, Capital Metrorail, Altamont Commuter Express, NCDOT - Piedmont Service, NJT - Atlantic City, VIA, Port of LA Red Car Line and Metrolink.

TASI performs all of its locomotive engineer certification training in house. TASI already has on file with the FRA approved Engineer Certification Programs. Our experience indicates that closely supervised training on "live" equipment produces superior results. Therefore, our training programs do not include use of a simulator.

With respect to our maintenance of equipment employees, TASI will institute a program to measure the skills of our employees, the effectiveness of our training programs and the progress being made by our employees. TASI will give each employee a "base line" test. The "base line test will serve two purposes:

- It would serve as a workforce training needs analysis which will provide valuable information on how our training resources should be applied in the coming year.
- It would serve as a starting point to measure individual employee's progress.

It is anticipated that subsequent tests on the same body of knowledge would be given at least annually. Results of each new test will be compared to the base line test and other previous tests to measure both short and long term progress. The subsequent tests will also be used to determine the focus of near training.

Maintenance of Way and Signal Maintenance employees will undergo similar training approaches.

The existing mechanical workforce that TASI will assume on contract award is anticipated to have been adequately trained for the positions and responsibilities they are assigned. These employees, QP, QMP, cleaners, etc., will undergo initial orientation training in the mobilization period. Subsequent to Start-up, these employees will be educated on TASI's equipment maintenance/servicing programs including procedures, practices, policies and quality assurance accountability requirements. This process will also ensure the employees understanding of TASI's maintenance productivity standards subject to individual maintenance activity time analyses and accountability thereto. It is expected that by the end of 2011 the training effort will be complete and full implementation of TASI's programs and philosophy will be achieved.

For new hires and filling of vacancies, employees will receive, as appropriate, the required elements of our training programs. Depending on job responsibilities and an individual's ability to absorb the required information, TASI's experience in training employees to perform their duties in a safe, compliant, productive and quality manner is not subject to a defined time frame but flexible in nature to individual employees backgrounds, personalities and needs. For example, after hiring two cleaners, one



may be ready to work independently after several weeks of classroom and OTJ training where the second may require another week or two. The same goes for QMPs. Our experience is that one individual may be qualified in several months where another may take up to a year.

Our basic training requirements are that:

- Every employee understands the objectives of the Caltrain commuter rail service;
- Every employee understands the basic process by which contract services are provided;
- Every employee understands how they individually participate and support the overall process;
- Every employee understands his or her assignment, is trained to properly fulfill the assignment and is accountable for the quality of the work they perform.
- All employees, whether drawn from the ranks of TASI's current employees or new to TASI and the Caltrain system, will be the recipient of a training program with the following points of emphasis:
 - Training Plan
 - Personnel training is a critical component of TASI's commuter rail program. Employees at all levels receive instruction in theoretical and practical training as necessary. Personnel training is an ongoing activity and a normal part of contract operation. Results are measured, in part, by the daily level of system proficiency.
 - Training Approach and Emphasis.
 - Drawing from our experience, TASI emphasizes a specific, focused training program. Personnel education and skills training are a continuous process. The chief objectives of personnel training are the attainment of skills and uniformity of work product.

This process is a group effort of all personnel, creating an environment of teamwork and achievement towards the company's purpose, and takes advantage of all employee's experience and abilities, in a structured manner, to provide an ever-increasing collective pool of expertise. Specific examples of our training programs and testing regimen are available for your review. These were not provided in our proposal due to the page restrictions dictated by the RFP.

Transition Planning Among the JPB, the Current Operator and TASI

The transition can be accomplished seamlessly as long as there is cooperation among the parties involved. Upon Notice to Proceed, TASI will immediately request a meeting among the current contractor and JPB. The purpose of the meeting will be to introduce the new management team to the current operator and begin to establish a businesslike, cooperative and amicable relationship. Secondly, TASI intends to present a draft Transition Plan for an orderly transition from the current operator to TASI. Areas to be covered in the draft Transition Plan include the following:

- Access to equipment and facilities for inspection, familiarization and training process.
- Establishment of points of contact for all functions.
- Records Transfer.



- Names, home addresses and home telephone numbers of all active employees of the current operator and subcontractors.
- Current qualifications and certifications of existing employees and subcontractors, wherever applicable.
- Master information for all equipment to be maintained to include all serialized components, date of installation, warranty information, preventive maintenance history including overhaul history, defect history, mileage history and configuration management records.
- Similar information for track, structures, signal and communication systems.
- A complete inventory of all equipment, infrastructure and systems to be maintained.
- Electronic material usage history for every part number from the current service provider's management information system.
- Current component and service supplier list with telephone numbers and addresses.
- A complete, current inventory of materials on-hand utilized to maintain equipment, infrastructure, and systems, etc.
- Material usage history for every part number from the current operator's management information system or hard copy records.
- Current active component and service supplier list with telephone numbers and addresses.
- All existing maintenance records.
- Timely response from the current operator regarding the anticipated request for Locomotive Engineers' service record information in accordance with 49 CFR Part 240.
- Timely response from the current operator for "Release of Information Form" regarding 49 CFR Part 40 – Drug and Alcohol Testing.
- A master list of all permits for the service held in the name of the current operator.
- Establishment of a regular Transition progress meeting schedule.
- Establishment of a process for joint physical inventories of all materials and supplies.
- Establishment of a process to interview those employees of the current operator who so desire.
- TASI understands that the current operator still has to provide the Caltrain service during the transition. It is TASI's intent to cooperate fully with the current operator to ensure that it in no way interferes with the current operator's obligation to provide the service. Our activities will be planned with the current operator so as to be the least intrusive as possible.

Interaction with Regulators

TASI has developed longstanding excellent relationships with all regulatory authorities in the state of California having oversight over the operation and maintenance of railroads, in general, and passenger rail transportation, in particular. In California, TASI has been building passenger systems since the 1980s, performing maintenance of way services since 1993 and operating and maintaining commuter systems since 1998. Our activities have been subject to regulation of the Federal Railroad Administration, the



California Public Utility Commission, Cal OSHA and many local agencies. With the FRA, TASI has worked closely with both regional and national officials. Shortly after the receipt of the Notice to Proceed, TASI will contact the Region 7 Administrator and request a meeting with the regional staff. Concurrently, TASI will also request the participation of CPUC staff. The purpose of the meeting will be to present TASI's plan to mobilize, transition and assume operation of the Caltrain service, identify existing regulatory concerns (if any) and review with Region 7 staff TASI's plans to comply with FRA regulations for the development and filing (as required and with the JPB approval) of all plans including the following:

- Plans for Submittal – 217, 219,239, and 240.
- Plans to be developed and filed on-site – 225,277,228,229,232,235,236, and 238.

TASI has developed all of these plans for our other properties for which we provide operations and maintenance services. Revisions for the Caltrain service will be minimal. TASI will recommend to the FRA staff that a schedule of periodic meetings be scheduled during the mobilization period in which TASI will review progress of its mobilization activities and corrective actions relative to any regulatory concerns identified, particularly as they relate to safety, compliance with the FRA regulations and the above plans.

Mobilization Team Organization

The General Manager will lead the effort of Mobilization. The mobilization team will be the key management of the same team described in the proposed Organization Chart. This allows the proposed organization to familiarize themselves with the operation.

TASI expects the labor element of the transition to proceed smoothly and efficiently because we will offer the same wages and benefits, and the prospect of continued employment in the same types of commuter rail service jobs that these employees are already familiar with. Accordingly, we anticipate that the transition to TASI employment will be seamless.

Furthermore, after engaging the labor unions that will represent the TASI workforce, and have initiated the process of negotiating new agreements with those labor unions, the transition is expected to be smooth as the majority of these employees will be covered by the Railway Labor Act. The combination of fair, comparable wages and benefits, inclusion in the railroad retirement system, and an experienced management team that will be respectful of our workforce will prevent any disruption to the Caltrain Service during the transition to TASI. A similar process was successfully concluded at Metrolink, Tri-County Commuter Rail, NCTD's Coaster and very recently, Austin's CapMetro. TASI believes this can be done as seamlessly for the JPB.



4.c.7 Information Technology Plan

Methodology for Documentation, Recordkeeping and Reporting

TASI’s methodology for assuring the proper documentation, recordkeeping and reporting of the operations and maintenance services that we are proposing to provide to JPB will encompass all of our activities in the areas of:

- Training;
- Operations reporting;
- Quality assurance;
- Customer service issues;
- Complaints;
- Facility maintenance;
- Infrastructure maintenance;
- Materials management ;
- Equipment maintenance work, including cleaning.



To accomplish this, TASI will use our Herzog Integrated Transportation Software (HITS). This system is already in place on TRE, Rail Runner, Coaster and ACE operations.

Herzog Integrated Transportation Software (HITS)

Herzog Integrated Transportation Software ‘HITS’ has been developed with Microsoft Visual Studio dot Net Framework and Microsoft SQL Database Server providing a user friendly, menu driven interface allowing singular keying of data to multiple functional areas. The integrated reporting functionality provides the user with detailed standard and custom reports imperative to effectively managing a commuter rail fleet. The Microsoft development system allows us to offer the end user the latest technologies in software design and the assurance of continued support by Herzog, Microsoft and developers worldwide. HITS design has been structured to utilize the many features of Microsoft’s development system including but not limited to;

- n-tiered technologies model
- Ability to store terabytes of data
- Powerful SQL query language to index, sort, update and retrieve data
- Programming code based on best practices in object oriented design
- Managed code; high stability due to system managed memory
- Self monitoring of all program functions for errors with automatic error logging and reporting system to technical support
- Multi threading for back ground processing



- User interface allows for multitasking; performing multiple activities at the same time
- Data driven open architectures allows for user customizable reporting options
- Extensible reporting options;
 - A Plug-in reporting architecture that allows for third party development of reports that can be integrated into the system and function like standard system reports
- Report delivery methods
 - Email
 - PDF files
 - Printed
- Business logic is available for third party information exchange
- Exporting data to other applications
 - Excel
 - PDF files
 - Additional formats as developed
- User interface follows Microsoft Windows user interface guidelines
 - Windows style forms
 - Forms have look and feel of other Microsoft applications

Hardware Specifications

Server:

- Commercial-Grade Tier 1 Server (Dell, HP, IBM, etc.)
- 1 x Quad Core (or 2 x Dual Core) Current Generation Intel Xeon Processor
- 8GB RAM Memory
- 2 x 73Gb 15k SAS Hard Drives in RAID 1 Configuration (System)
- 3 x 146Gb 15k SAS Hard Drives in RAID 5 Configuration (Data)
- Gigabit Ethernet Adapter
- DVD-RW Drive
- Redundant Power Supply
- Uninterruptible Power Supply (UPS)
- Monitor, keyboard and mouse
- Remote Lights-Out Management (HP iLO, Dell DRAC, etc.)
- Windows Server 2008 R2, Standard Edition



- Microsoft SQL Server 2005 or 2008 Standard Edition
- Internet Information Services 7.5
- Hard Drive or Online Backup software compatible with Microsoft SQL server

Desktop:

- Commercial-Grade Tier 1 Business-Class Desktop (Dell, HP , IBM, etc.)
- 1 x Dual Core Current Generation Intel Core Processor
- 2-4GB RAM Memory
- 1 x 160GB 7200 RPM Serial ATA Hard Drive
- Gigabit Ethernet Adapter
- DVD-RW Drive
- DirectX compatible video card
- Monitor, keyboard and mouse
- Microsoft® Windows® 7 Business Edition
- Microsoft Office Standard 2010

Network:

- Gigabit switched network
- Industry-standard commercial-grade firewall
- Active DHCP and DNS services
- Windows 2008 Active Directory Domain. All computers must participate in the domain.
- Internet access from desktops is required
- Remote access to server and desktops is required

Data Security

To ensure the integrity of the data maintained by HITS access to data is limited to levels set by the administrator during set up of the system and limits access based on user login ID and Password. Additionally all transactions have the Date, Time, User ID imbedded in the database transaction record, this information can then be viewed by an administrator.

Software Platform

HITS is developed with state-of-art products for Microsoft Windows database servers and desktop computers. In an effort to avoid obsolescence HITS is engineered to keep pace with future versions of Microsoft's products as they become available.



Equipment Management Module / Maintenance Reporting

The maintenance reporting system provides a comprehensive database of repair and maintenance activities involving each vehicle. All work, whether it is for unscheduled repairs or inspections, is captured via a work order. The work order identifies the following:

- Work order number;
- Vehicle ID;
- Date started, date due and date completed;
- Who requested the work order;
- Location work was accomplished;
- Classification of work order;
- Accident;
- Preventive and/or periodic maintenance (all scheduled inspections);
- Warranty;
- Unscheduled repairs;
- Modification.
- Symptoms/defect description.

As work on the unit is completed, the following will be reported on the work order:

- Component worked on (e.g., trucks, turbocharger, etc.);
- Defect;
- Work accomplished;
- Maintainer comments;
- Hours worked by each employee;
- Material usage to complete work.

Required periodic inspections are a vital component of the mechanical inspection program and of manufacturers' warranty requirements. This system automatically maintains a comprehensive inspection schedule for each vehicle.

A key attribute of the reporting system is the on-line reporting and inquiry capability, allowing management to sort, select and review repair and inspection records. Examples of functional reports which the system can provide include:

- Vehicle maintenance and repair history detail;
- Vehicle maintenance and repair history summary;



- Work orders completed by period;
- Work orders completed by type;
- Work orders completed by component;
- Open work order detail;
- Train mileage and/or revenue mileage by vehicle.

Equipment Management Module Analytical Features

The fleet management system supplied provides superior analytical capabilities allowing for a wide spectrum of activity tracking. This feature will provide detailed cause and effect analyses on equipment anomalies, identifying trends in component failures as to life cycle vs. design flaw, etc., and evaluating equipment performance and cost.

The variety of identifiers used for data extraction allows independent examination by:

- Component type of usage;
- Failure code;
- Activity type - warranty, unscheduled repair, scheduled maintenance and type inspection, etc.;
- Equipment system or subsystem;
- Vehicle type;
- Date;
- Location;
- Employee;
- Cost.

Herzog has developed a comprehensive, user friendly Fleet Management Information System. The system is capable of generating various reports for forecasting material usage requirements, budgeting and keeping a comprehensive history of all inspections and repairs on a per vehicle basis.

The above detail for the Equipment Management Module is the platform for the MOW and C&S Management Module which is specifically designed to provide similar functionality and reporting capabilities.

Transportation Management Module

The ability to share information between modules is a key component of the HITS system; the transportation module captures the daily train activity and equipment usage to update the Equipment Management Module. Key features of this and all modules in HITS:

- Discreet level trend analysis
- Customer vehicle mileage reports i.e. revenue vs. non-revenue
- On time performance reporting including passenger OTP



Significant reduction in manual effort and cost required to produce desired reporting results in;

- Data Validation;

The information maintained in the Transportation Module contains the following elements:

- Trains
 - ★ Train ID
 - ★ Train type
 - ★ Schedule and station stops
 - ★ Run time and station dwell time
 - ★ Route and Direction
- Employee
 - ★ Position and Qualifications
 - ★ Crew assignment
 - ★ Job assignment
 - ★ Trains operated
 - ★ On duty – Off duty time and locations
 - ★ Daily status
- Equipment
 - ★ Consist assignment
 - ★ Position in consist
 - ★ Job assignment
 - ★ Trains used in
 - ★ Miles (revenue – deadhead)
 - ★ Daily status
 - ★ Equipment failures (resulting in delay or not)
- Performance
 - ★ Train
 - ★ Station
 - ★ Delays by train
 - ★ Ridership per station
 - ★ User comments per delay
- Infrastructure (right of way)
 - ★ Passenger stations
 - ★ Miles post
 - ★ Control points
 - ★ Defect detectors



- ★ Road crossing, trestles, tunnels etc...

The following reports provided for Transportation Module:

- Daily Trip report by Train ID
 - ★ Status i.e. on-time, Late, Terminated, etc...
 - ★ Total rider ship for passengers, bikes, pna
 - ★ Crew information
 - ★ Consist information
 - ★ Delay information
- Daily Rider ship by train
 - ★ Passengers, bikes, pna per station
 - ★ Arrive and departure time per station
 - ★ Peak rider ship during trip
 - ★ Consist capacity
- Daily Summary
 - ★ Train OTP for reporting day, MTD, YTD
 - ★ Passenger OTP for reporting day, MTD, YTD
 - ★ Specials, Late, Terminated and Annulled
- Monthly
 - ★ Rider ship Counts per station by train

Ridership OTP per station by train

- ★ Delays by department
- ★ Delays by cause
- ★ Delays by responsible party
- ★ Delays by locations

Materials Management Module

One of the most important functions in a sound maintenance program is the proper control of materials, both in availability to efficiently maintain the equipment and in managing cost. The major elements of



material control are procurement, materials planning, warehouse management and the flow of materials to the shop floor. TASI is well experienced in the management of these elements.

Material Procurement

Procurement will be managed from the CEMOF. Procurement is the primary cost control point in the materials function. Its effectiveness rests on the ability to accurately plan material requirements in advance of actual need.

The focal points of our procurement program will be price, quality of materials and predictable supply. The ability to accurately predict material consumption allows for placing orders over longer periods of time with release dates tied to the consumption rate. Commitments made to suppliers over longer periods and the corresponding larger total order usually results in lower prices and a more predictable flow of material. Information for the accurate forecasting of materials consumption and need will come from the material planning function within the fleet management system.

The HITS system provides the following features:

- Generation of electronic requisitions;
- Originator;
- Items requested;
- Reason for request (Equipment, etc...);
- Date requested;
- Date required;
- Approval to submit to procurement by department supervisor;
- Convert requisition to purchase order;
- Update originator of status.

Maintenance of purchasing information related to purchase orders including the following:

- Purchase order number;
- Vendor/supplier name and address;
- Date ordered;
- Delivery address;
- Promise date;
- Employee initiating PO;
- Payment terms;
- Tax and total order cost.



Entry of receiving information related to purchase orders, including:

- Date received;
- Quantity and cost received;
- Received by (Q / A performed);
- Generate receiving memo;
- Forward memo to accounting;
- Notify originator of requisition of applicable.

Displays and reports the status of purchase orders generated until all items are received and the purchase order closed out.

The system purchasing module furnishes the following reports:

- Purchase order status;
- Open purchase orders;
- Reorder action;
- Vendor history (performance, user rating);
- Purchase history;
- Purchase order line items received;
- Purchase order line items on backorder.

Materials Planning

Material planning's primary responsibility is to never allow a piece of equipment to be unavailable for service due to lack of material. That primary responsibility is balanced with the responsibility to maintain the lowest level of inventory possible. The material planning function informs the procurement function what is needed, when and how much.

Store House

Ensuring that there is never an out of stock issue starts with an accurate inventory. TASI successfully utilizes a cycle count program for maintaining inventory accuracy. Additionally, it is our priority to keep a clean, neat, professional appearance for all material stores including those stored on the shop floor.

Repair parts and material issued from the store house are properly accounted for by assigning them to a work order through the use of a material requisition authorized by the supervisor. For parts and supplies, the inventory module provides records of parts inventory and usage to assist in the monitoring, control and procurement of repair parts for vehicles and other maintenance related items. The system also maintains records for each line item of inventory as well as historical data pertaining to usage for spare parts. The information maintained for inventory items contains the following elements:

- Item number (stock identification number);



- Serialized Items;
- Description;
- Default supplier and their part number;
- Classification (repair part, consumable, etc.);
- Location;
- Repair and return (quantity out, vendor, repair costs, etc.)
- Reorder points and quantities;
- Vendor files (includes part numbers, price, last purchase);
- Item history (disbursements, physical inventory counts, receipts for repaired items);
- Balance on hand (quantity and value);
- Average lead time;
- Safety stock level;
- Alternate part numbers;
- Manufacture information;
- Average cost;
- Associated to a default accounting GL or job code;
- Track serialized stock items.

Tracking Repairable Parts

Tracking the status and cost of repairable parts is vital to accurately maintain the inventory stock on-hand and value. HITS includes a system to track each item through the Repair and Return process and apply all associated costs to the appropriate Work Order.

The information maintained for repairable inventory items contains the following elements:

- Work Order - identifying removal of part information;
- Work Order - preparing item for shipping and returning to stock upon receipt;
- Purchase Order with estimate (estimate charged back to appropriate WO);
- Shipping method;
- Vendor;
- Return Date per Vendor;
- PO adjustment upon receipt of invoice as needed;
- Work Order automatically adjusted to reflect invoice value.

The following reports provided for Repair and Return items comprise:



- Items currently out for repair (tracked by serial number/W O);
- Estimated cost of items out for repair;
- Scheduled delivery date (due for delivery, overdue);
- Budget amount required monthly (estimated cost per scheduled delivery month).

The system also manages work order processing when a repair part is taken from inventory and charged to a work order and vehicle number. In addition, the system supports physical inventory through the generation of physical inventory sheets and cycle counts by location and physical inventory adjustments.

The following reports are provided by the inventory module:

- Inventory status;
- Physical inventory count sheets;
- Inventory usage;
- Inventory recommended reorder;
- Receipts;
- Inventory adjustments;
- Parts lists (by item number (stock number), vendor part number, or description);
- Inventory adjustments;
- Cycle count work sheet;
- Discrepancy Report;
- Critical shorts;
- History of serialized items (work orders, repair & returns, costs, etc...);
- Catalog.

Warranty Administration

Warranty work orders and component usage will also be monitored by our Fleet Management Information System to accurately track activities and associated costs. For this function, guidelines will be set in accordance with JPB's requirements. Warranty work performed by TASI will be in compliance and conform to manufacturers' and suppliers' warranty provisions. TASI will confirm appropriate repair of warranty items by suppliers.

Application Overview

Computer Guidance's Job Cost application captures costs at defined intervals to identify potential cost variances. Regular cost tracking means you maintain control throughout the life of a project, regardless of its complexity. Because all data is integrated within the eCMS application set, the resulting information is always complete and accurate. Perhaps the most convenient function is the ability for



users to view up-to-date information on the current cost status, related to each job, at any point in time. Cost at completion estimates are calculated using actual, projected, or estimated numbers to account for a variety of scenarios.

Application Highlights

- Project Cost / Job Cost Inquiries Reporting
- Percent Complete Financial Reporting (WIP Report)
- Estimating History / Job Costing
- Project Management Reports
- Field Forecasting
- Overhead Allocation
- Change Order Processing
- Unit Price Contract Calculation

Job Cost Inquiry

The Job Cost Inquiry allows users to view online costs and income for a job, at varying levels of detail (labor hours, labor dollars, material, equipment, subcontract, overhead, etc.) with the ability to drill down to the transaction level.

- Budgeted dollars
- Percent Complete Financial Reporting (WIP Report)
- Gross profit
- Budgeted quantity
- Budgeted hours
- Actual to date
- Over/under budget
- Estimated to/at completion (hours, dollars, or quantities)
- Variances

Features	Benefits
Data sensitive reporting	Full integration with Project Collaborator
Drill-down capability to any data, including attached documents	Ease of setup using copy of existing jobs, or templates, the Estimating Interface, or manual job setup
Extensive pre-defined and user-defined reporting	Integration with Document Management



Forecasting at multiple levels

Flexible user-defined coding structure

The support for these systems is provided by a combination of our on-site IT Specialist and our corporate IT support teams located in St. Joseph, MO and Stockton, CA. Support is provided as needed based on issues reported via phone or email. Issues are tracked via a support system and prioritized based on feedback from users and overall impact to the system.

The vast majority of issues are resolved internally via our normal development process and released through software updates. Issues requiring onsite support will be resolved as appropriate. Fixes for code-related errors are compiled into periodic releases based on ongoing development, or can be provided on an immediate basis for critical issues. All other issues are resolved remotely through remote-control / screen-sharing technology or onsite as appropriate.

Certain static data, such as vehicles, crew, inventory, etc., may be a candidate for conversion to the proposed system. Other information such as historical records, active schedules, and other dynamic data may not be practical to convert. TASI will need to evaluate the existing systems to determine which systems and data sets are able to transfer.

The proposed system uses industry-standard coding techniques that provide a high degree of interoperability with foreign systems. Based on the specific interoperability required, a specialized interface may be developed to facilitate any interchange of information or functionality required.

JPB will have data ownership of all HITS captured data for the Caltrain Service.

Information Systems

TASI will be using eCMS, a highly integrated business systems software. Herzog currently uses an older version called CMS. Herzog is in the process of an orderly transition from CMS to eCMS which is web based. The new system will be in use by all Herzog affiliated companies, including TASI, prior to the commencement date of the Caltrain Service.

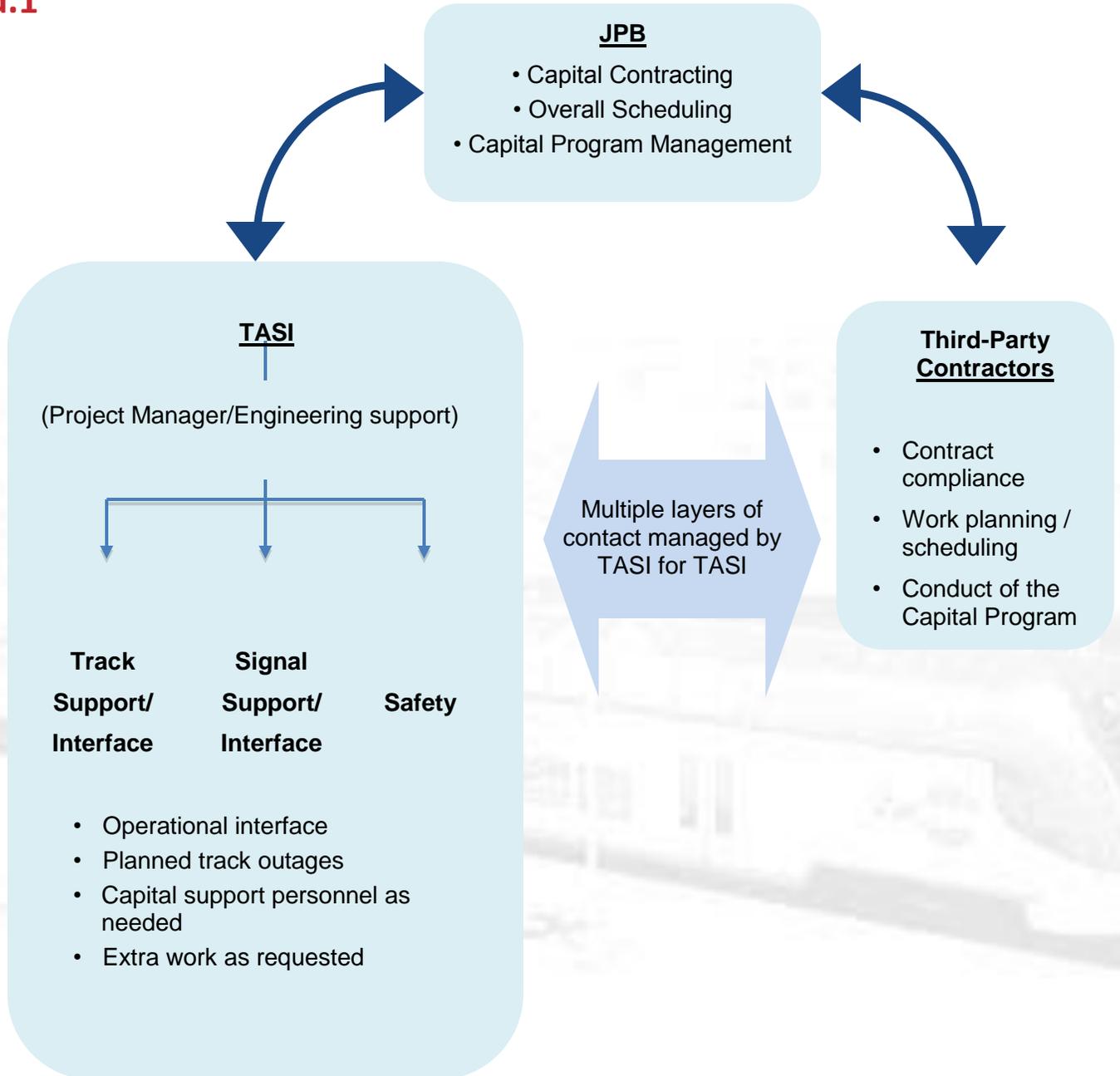
It is TASI's intent to provide the JPB Access to these two major systems and some smaller systems used for Efficiency Testing and Tracking and Training Tracking (Info Rail). The access will be real time but limited to read only and will be confined to the Caltrain job only. We would like to keep the number JPB authorized users at a minimum, especially to the eCMS. The access will be enabled either by a Virtual Private Network (VPN) or web based. Both the business management and HITS systems are user friendly. In fact, in our discussions with our eCMS project leader, he indicated that customized menus for the JPB users can be developed to ensure ready access. In sum, the access will enable the JPB to know what TASI knows when we know it.

TASI does not yet have detailed plans for importing historical data. Both of the major systems are very flexible. However, the plans cannot be developed until we know the formats of the data we will be working with. How smoothly that goes will, in large part, be dependent on the cooperation of the current contractor.



4.d Management of Construction Support and Operations Interface

4.d.1





4.d.2 List of Support Equipment

Herzog’s Family of Companies has an extensive fleet of specialized railroad construction equipment valued in excess of \$100 million including our Multi Purpose Machines (MPM) and Car Topper divisions used in material handling, our Rail Unloading Machines (RUM’s), MK IV Tampers, Dynamic Track Stabilizers and all other equipment necessary for large production rail and crosstie replacement. A partial list is included below a comprehensive list of our team’s equipment is available upon request, our equipment inventory is state of the art, our plan is to work with the JPB schedule on additional construction support needs and provide the proper equipment for the task at hand.

278	121	TRUCK - WELDING VAN	2002	GMC	C-70, W/ HYRAIL	1GDJ7H1C02J508534
280	121	TRUCK - WELDING VAN	2007	FORD	F750, W/ HYRAIL	3FRXF75F47V468126
281	223	SPEED SWING	1989	PETTIBONE	441D, EXTENDABLE AXLES	2986
351	113	TRUCK - MATERIAL HANDLER	1996	FORD	LTS8000, LEMCO 8000	1FDZY90L4TVA01881
447	113	TRUCK - MATERIAL HANDLER	2002	STERLING	LT9513, NORHTSHORE 80	2FZHAZAS63AK69118
486	201	ANCHOR FASTENER/SQUEEZER & SPRDR		RACINE	SINGLE, SAFELOCK APPL	AF708
526	119	TRUCK - WATER	1999	FREIGHTLINER	FL80, 4000 GAL.	1FVXJJC2XHB43467
555	121	TRUCK - WELDING VAN	2004	FORD	F750, NON HYRAIL	3FRXW75TX4V658949
677	247	RAILROAD TRACK UNDERCUTTER	1998	FAIRMONT	G04S SPR TRACK GOPHR	4719618
688	222	RAILROAD SCARIFIER		FAIRMONT	W87E ROTARY SCARIFIER	250002
804	321	BACKHOE - DIRT	2007	JOHN DEERE	410G, ESTICK, 4X4, EROPS	T0410JX150728
809	351	DOZER - D4, D5	1995	CAT	D5CIII, PAT W/SLOPE BRD.	9DL01025
834	327	EXCAVATOR - GRADALL W/HYRAIL	1989	GRADALL	G3WD, 4X4	135260
857	321	BACKHOE - DIRT	2005	CAT	430D, ESTICK 4X4, OROPS	BNK07288
919	351	DOZER - D4, D5	2007	JOHN DEERE	450J	T0450JX140510
926	204	BALLAST REGULATOR	1981	KERSHAW	26-2-2	261451
981	904	LIGHT PLANT	2007	ALLMAND	LIGHT PRO	0583PR0007
983	904	LIGHT PLANT	2007	ALLMAND	LIGHT PRO	0866PR0007
1002	372	MOTOR GRADER - JD 772	1995	JOHN DEERE	772BH, TALL CAB, RIPPER, LSR	552736
1006	227	SPIKE DRIVER PRODUCTION		NORDCO	MODEL 99C, W/GAGER	410315
1026	225	SPIKE PULLER RIDE ON-PRODUCTION	1988	NORDCO	GRABBER	149



1028	226	SPIKE PULLER - WALK BEHIND		GEISMAR	AS3	1175
1033	363	EXCAVATOR - KOMATSU PC300	2003	KOMATSU	PC300LC-7	A85341
1036	313	LOADER - KOMATSU WA380 - WA450	2000	KOMATSU	WA470-3	H21542
1038	225	SPIKE PULLER RIDE ON-PRODUCTION	1989	NORDCO	GRABBER	171
1046	217	RAIL LIFTER - PRODUCTION	2007	NORDCO	AUTOLIFT RAIL LIFTER	791025-07
1047	217	RAIL LIFTER - PRODUCTION	1997	NORDCO	AUTOLIFT RAIL LIFTER	573
1056	204	BALLAST REGULATOR	1984	CANRON	DOUBLE BROOM	1786554
1079	263	TIE BORERS		NORDCO	M3 MASTER, DUAL SIDE	450042
1081	262	BOLT - MACHINE VERTICAL	1993	GEISMAR	TB2 VERT/HORIZ COMBO	29851
1086	235	TIE INSERTER - PRODUCTION	1997	JACKSON	925SS	137149
1088	234	TIE INSERTER - UTILITY	1983	JACKSON	925	135509
1090	225	SPIKE PULLER RIDE ON-PRODUCTION		FAIRMONT	W113D	250002
1091	226	SPIKE PULLER - WALK BEHIND		GEISMAR	AS3	1752
1093	200	ADZER AND CRIBBER	1977	KERSHAW	16-1, CRIBBER	16359
1097	226	SPIKE PULLER - WALK BEHIND		GEISMAR	AS3	1753
1104	361	EXCAVATOR - KOMATSU=OR<PC200	2007	JOHN DEERE	135C EXCAVATOR	FF135CX301018
1125	221	RAILROAD MISC			LARGE RAIL CART	
1127	221	RAILROAD MISC			RAIL CART	7 X 14
1129	221	RAILROAD MISC			RAIL CART	8 X 15
1195	205	BOLT - MACHINE HORIZONTAL	1996	GEISMAR	BSR-8	31726
1214	201	ANCHOR FASTENER/SQUEEZER & SPRDR	2007	RACINE	DAA ANCHOR APPLICATOR	DAA252-07
1221	249	RAIL THREADER		GEISMAR	MPR-D	H48559-N680
1233	213	LO-RAILER	1997	DYMAX	LO-RAILER, LICENSED	142209
1236	201	ANCHOR FASTENER/SQUEEZER & SPRDR	2006	RACINE	DAS SPREADER	DAS-189-06
1240	213	LO-RAILER	2004	DYMAX	LO-RAILER, W/ CAB	147483
1258	227	SPIKE DRIVER PRODUCTION		NORDCO	MODEL CX, HYDRA SPKR	410106



1260	225	SPIKE PULLER RIDE ON-PRODUCTION		NORDCO	MODEL B, M-3	450055
1269	227	SPIKE DRIVER PRODUCTION	2008	NORDCO	MODEL CX, HYDRA SPKR	410048RBUG
1270	222	RAILROAD SCARIFIER		FAIRMONT	W87E ROTARY SCARIFIER	RS1
1276	261	RAIL GRINDERS		TELEWELD	AK5 GRINDER	3196
1291	200	ADZER AND CRIBBER		NORDBERG	CZ, ADZER	AZ516
1293	232	TIE HANDLER/CRANE	1995	FAIRMONT	RTW 200 SERIES B	257042

Herzog Contracting Corp.’s ballast car fleet will be available with mutually agreeable schedules, terms and agreements in place.

4.d.3 Construction Support for JPB Construction and Third Party Projects

The day-to-day support for the capital projects will be performed by TASI personnel qualified on all applicable rules and regulations and industry standards. All personnel will be fully certified, as required under the regulations and requirements of the:

- California Public Utilities Commission
- Federal Railroad Administration
- Federal Communication Commission
- American Association of Railroads
- American Railway Engineering Association



JPB’s Maintenance Standards

We will immediately develop an Engineering/Operations interface team to oversee the detailed coordination of the construction activities with the operations group. Comprised of the DGM Operations, DGM Safety ,Training and Compliance, the DGM MOW and others as needed to ensure that capital projects proceed smoothly without compromising the train operations. Together this team provides training, rules qualification and safety programs for JPB staff and third party contractors working on or about the right of way. Upon review of the existing and upcoming projects with the JPB, we will assess all additional equipment and personnel needs through TASI’s corporate database and direct communication. We will determine where any additional assets may need to be mobilized from. Much of this planning is currently in motion with schedules being developed.

Furthermore, our personnel will undergo competency reviews and skill development training to ensure that their qualifications and certifications are kept current and that they understand the critical aspect of their positions; to further the completion of capital programs while assuring the continued safe,



reliable operation of the Caltrain Service. As demonstrated in other TASI operated systems, capital support personnel will have a thorough understanding of the ongoing revenue service, as well as the capital projects that they work in on a daily basis.

TASI's primary objective in the operation of the Caltrain Service is to ensure that all commuter trains are operated safely and on-time to the service standards required by the JPB and the passengers. At the same time, all capital projects must be able to be completed on time and on budget. When the completion of a capital project necessitates an impact on the Caltrain Service, then TASI, with JPB'S approval, will ensure that the appropriate service plan is put in place to minimize any disruptive impact on the service. When such a plan is called for, TASI will work with JPB to see that Caltrain customers are fully informed in advance of the service impact as well as any detour services that may be instituted. Further, TASI will see that all of the intermodal service providers connecting with the Caltrain Service are fully informed and understand any schedule alterations that are planned.

Capital support personnel, as required, will be rules qualified. Third-party construction projects often require qualified flagging personnel to provide construction site protection while working on or adjacent to the commuter rail line. TASI is fully aware of the detrimental impact that the lack of qualified flagging personnel can have on a capital project budget and is committed to employing a sufficient number of personnel to address the scheduled flagging requirements of the capital program. TASI Intends to staff at an average level and pull from other crews to supplement fluctuations of demand for construction support flagging.

In supporting all third party construction projects on the peninsula corridor, TASI will work with JPB to assure that all contractors have a full understanding of their project's operational interface with the Caltrain Service. We recommend to JPB that contractors be required to participate in service review programs and our system safety plan orientation prior to and during the construction phase of their work. This program will review the service needs of the Caltrain commuter rail operation, outlining service detour plans in the event of a foreseen or unforeseen schedule disruption, and arrange for the administration of the Caltrain Roadway Workplace Safety program, the successful completion of which is required of all third-party contractors prior to performing any work on the Caltrain Service property.

In the event of a construction accident involving a TASI employee or an employee from a third party contractor on the corridor, the safety manager will report the incident and initiate a comprehensive investigation. Initial notification via telephone from TASI to JPB will provide as much detail of the circumstances as possible including the following:

- Extent and circumstances of the accident.
- Property and/or individuals damaged or injured during incident.
- Train service impacted and what if any detours are to be implemented.
- Specific information necessary for notification to Caltrain patrons, regulatory agencies, media, etc.
- Initial corrective plan implemented.

After the completion of an on-site accident review by the appropriate field managers, the general manager, or his designee, will again review the circumstances and the appropriate corrective action plan. The safety manager will also complete a written accident/incident report to be furnished to the JPB in a timely manner. As stated above our interface team will administer review and audit all aspects



of contractor safety on the JPB system. Our team has numerous operating properties currently and has developed System Safety Plans for each, so working with the JPB on utilizing current plans with mutually agreeable revisions will be a very seamless action. Our current plans focus on the following; Hazard Identification, Accident/Incident reporting, Training and Qualifications, Emergency Response, Employee Safety, Hazardous Material Awareness Program, Drug and Alcohol Policy Statement, Construction Contractor Safety Program and Facilities Inspections. Audits on the performance of our Safety Plan by TASI and its subcontractors will be in place and written into our Standard Operating Procedures.

Material Management – Financial management

TASI will have a material manager who will be responsible for the planning, purchasing, storage, distribution and control of all materials required to perform the services under this contract and to support JPB’s capital programs. Purchase of all materials will be done through competitive bidding. An on-going inventory control system will be in place to track all materials received and incorporated into the project. Our materials management system is fully compatible with our accounting system to assure prompt and accurate reporting. The material manager reports directly to the Deputy General Manager, Administration and Finance.

4.d.4 TASI System Safety Program for Caltrain

The TASI Safety Program developed for the Caltrain system will identify the areas of importance for the safety of systems, workers, and the public related to the operation of TASI/Caltrain trains along its rail corridor in the San Francisco and outlying areas. The plan will be further based on the Standard Operating Procedures and guidelines set forth by the JPB. This plan outlines TASI’s program and notes the measures we will take in keeping ourselves our subcontractors and third parties in compliance with JPB requirements.

TASI is responsible for providing trained, qualified employees and supervises the employees to ensure that their safety is paramount on the job.

This system safety plan addresses all federal, state, and local regulations that apply to the engineering systems related to railroad track and construction. Maintaining a safe system requires meeting or exceeding FRA, OSHA, 49CFR, and other safety regulations. The DGM Safety, Training, & Compliance is responsible for ensuring overall compliance to TASI’s safety plan, but each member of the team is responsible as well.



HAZARD IDENTIFICATION

TASI will conducts random safety meetings with all field personnel and monthly safety meetings with territory inspectors. TASI will participate in daily conference calls (or as needed) with JPB. Project Managers will meet daily with JPB’s administrative staff to respond immediately on issues requiring attention. TASI will also attend monthly JPB Maintenance of Way staff meeting, and quarterly operations meetings. TASI proactively identifies hazards through a combination of the following efforts:

- Daily inspections of track structures and right-of-way;



- Daily and weekly safety meetings with personnel;
- Careful advance planning for construction work;
- Job Hazard Analysis.

TASI Safety/scheduling meetings are held weekly, allowing managers and employees to discuss new and outstanding safety or hazard issues, assign responsibilities, and review corrective action. Meeting attendees include all work supervisors within the system.

ACCIDENT/INCIDENT REPORTING

TASI's internal reporting and investigation procedures are detailed in its TASI Safety Program. HTSI/TASI has a Safety Data Base System designed to allow user interface with employee and contractor injury and illness data. This system serves as the HTSI/TASI safety data store for safety injury and illness information arriving from the TASI field sites. All information is recorded by the TASI Corporate Reporting Office, which analyzes injury/illness forms sent from the field and inputs the data to the Systems database in accordance with Federal OSHA/Cal OSHA and Federal Railroad Administration guidelines. A monthly summary is submitted to JPB Safety Department for FRA accident reporting requirements. All TASI injuries are reported to JPB as required by the Internal Control Plan and contractual agreement. Training of TASI managers on accident/incident reporting is detailed in the TASI Accident Incident Reporting Manual. The following measures are taken by TASI to ensure its accident/incident investigation program is effective:

- TASI submits appropriate records and reports employee injuries on a monthly basis.
- TASI ensures its internal company compliance with accident reporting requirements meets FRA and JPB requirements.
- TASI expeditiously provides initial reports to the JPB Manager of Safety and Security and Project Manager no matter how slight.

ROADWAY WORKER RULES

TASI gathers daily information from the track bulletins to update the General Code of Operating Rules (GCOR).

The Safety Manager, Project Manager and Track Inspectors ensure the program for roadway worker protection is effective by:

- Ensuring that TASI maintenance crews have the current General Orders and Daily Track Bulletins available during each trip, in addition to performing monthly audits of all job briefing forms for all crews.
- Ensuring that TASI maintenance crew's work habits are visually observed for compliance with the General Code of Operating Rules and Safety Instructions. TASI submits a monthly efficiency testing reports per Joint Powers Board [JPB] instructions.
- Ensuring that TASI's internal QC process is in place for efficiency testing, TASI submits all originals of the efficiency test summary and analysis to JPB monthly.

TRAINING AND QUALIFICATION REVIEW



TASI has a policy of continuous training for its employees. Training is done frequently as routine part of daily operations. Employee safety training is the largest portion of the training program. The TASI / Caltrain Training Program is supported by the TASI/Herzog Corporate Safety & Regulatory Compliance Training Standards Manual.

The TASI/Caltrain training program below will be developed in conjunction with JPB for Maintenance-of-Way, C&S and Construction employees:

- General Code of Operating Rules 40 hours
- Roadway Worker Protection 08 hours
- Employee In-Charge 04 hours
- Lone Worker Protection 04 hours
- Machine Operations 04 hours
- Hi-Rail Operations 08 hours
- Hazardous Materials & First Responder 08 hours
- Territory Qualifications 05 trips
- CWR Maintenance 08 hours
- CPR First Aid Response 04 hours
- Efficiency Testing Monthly
- 213.7 A&B 08 hours
- TASI Efficiency Testing Monthly

TASI will keep records of employee training and ensures that all certification records are up to date and on file.

EMERGENCY RESPONSE

TASI will provide full support and cooperate with JPB drills for local emergency response agencies, including fire, ambulance, police/sheriff, and city medical services.

In the area of emergency preparedness for TASI employees, a full training program will be implemented. This “Emergency Action Plan” will include the following information:

- Fire Prevention and Protection;
- Education of Portable Fire Extinguishers;
- Emergency Medical Services;
- First Aid Kits;
- First Aid Training;





- Emergency Telephone Contact & Numbers;
- Security Plan;
- Property Damage and Injury to General Public;
- Procedure on Possible Bomb or Bomb Threats;
- Evacuation Procedures;
- Procedure for Curtailment of Work Due to Civil Unrest.

EMPLOYEE SAFETY

TASI’s Caltrain safety program adheres to the Cal-OSHA, including all CFR 49 Standards that supports both California Senate Bill 198 and the Federal Railroad (FRA) requirements. The Standards requires every employer, regardless of size or industry type, to establish and maintain an occupational injury and illness prevention program.

TASI schedules employee training based on OSHA and FRA employee concerns. TASI also schedules additional training based on problems that may occur in other commuter rail systems around the country. TASI provides this to prevent the same problems from occurring at JPB. TASI’s employee training program includes:

- | | |
|---------------------------------------|----------|
| • Initial orientation | 08 hours |
| • Job safety analysis | On-going |
| • Protective Equipment Training (PPE) | 04 hours |
| • Roadway Worker Safety Training | 08 hours |
| • CPR and First Aid | 08 hours |
| • Defensive Driving | 04 hours |
| • Violence in the Work place | 08 hours |
| • Sexual Harassment | 08 hours |
| • Workplace Diversity | 08 hours |
| • Crane Training | 40 hours |
| • Forklift Training | 04 hours |
| • Track Welding Training | 08 hours |
| • Drug & Alcohol Training | 08 hours |
| • Railroad Safety Manual | 08 hours |
| • Derailment Investigation | 08 hours |

HAZARDOUS MATERIALS PROGRAM



TASI's Hazardous Materials Communication Program includes a comprehensive written plan covering action and communication measure in the following area:

- Hazardous Material/First Responder class outline;
- Chemical inventory;
- Container labeling;
- Material safety data sheets (MSDS);
- Employee training;
- Personal protective equipment (PPE);
- Emergency Response (this training also provided by JPB);
- Hazards of non-routine task;
- Hazardous Communication Training (Right-to-Know requirements).

DRUG AND ALCOHOL PROGRAM

TASI's drug and alcohol program adheres to the following requirements:

- 49 CFR Parts 40 and 219;
- Cal-OSHA regulations governing employee safety.

TASI will abide by all JPB drug and alcohol policies, including random drug screens testing for employees.

TASI will comply with all federal, state, and JPB requirements for maintaining a drug and alcohol program and for conducting drug and alcohol testing, as stated in its Drug and Alcohol Policy Statement. TASI's Policy Statement includes reference the right to randomly search or inspect an employee or an employee's property.

CONSTRUCTION CONTRACTOR SAFETY COORDINATION

TASI operates as a construction contractor for projects such as repairing or laying track. In addition to following JPB requirements, TASI uses a process of Advance Planning for Construction Work to eliminate or reduce hazards during a project. Advance Planning is an analysis of safe access and movement including:

- Locating utilities;
- Examining the conditions of common areas, such as walkways and work areas;
- Creating a schedule for the safe interaction of people and equipment involved in the project;
- Planning safe work procedures and material handling procedures for each project;

In addition, TASI routinely monitors construction projects by:

- Conducting daily construction safety surveys;
- Conducting monthly construction safety inspection.



FACILITIES INSPECTIONS

TASI conducts and documents monthly facility inspections. The facility inspection is performed by the TASI Safety Manager and by all TASI supervisors as required by state and federal laws. Our plan is that the JPB be present during facilities inspections. TASI uses a comprehensive checklist for the monthly inspections of personal protective equipment and workplace environment at all work sites, including fixed facilities and job sites.

TASI adheres to all city, county, state, and building code regulations and standards, and inspects related items such as fire sprinklers systems, based on the timetables outlined in those regulations.

The inspections include, but are not limited to:

- Fire Suppression Equipment;
- First Aid Kits;
- Security Lighting;
- Fencing;
- Proper Chemical Storage;
- Housekeeping and Sanitation;
- Current/Updated Fire Department;
- Site Maps and Permits.

4.d.5 Transition Plan

On all our operating properties but most recently the CapMetro system in Austin, Texas, TASI has integrated previously existing subcontracted services, contract records and documents, existing schedule and cost commitments, train operation continuity, new projects and material control programs into its organization. Transitioning these services without service disruption is nothing new to the TASI team. Our initial mobilization team consisting of IT, Engineering, Finance, Contracts and Operations personnel will interview existing contractor personnel (to the extent possible), existing subcontractors, review operating, asset management, finance and documentation procedures and discuss with the JPB any past issues and performance of these operations. Our team has vast experience in the railroad industry, along with our proven internal procedures, our history and relationships with the industries service providers from railroad construction material to herbicide application will insure excellent service and a seamless transition to the agency even in the event TASI or the JPB determines there is an issue with past performance of subcontracted services or operating procedures.



4.e MANAGEMENT AND INTEGRATION OF KEY FUNCTIONS

The experience of TASI in providing contract transportation services has taught us that we must always satisfy our two customers: the agency with whom we contract and the passengers who ride the trains. In our partnership approach we see ourselves as the agency's representative to the riding public.

In order to satisfy our two customers, our management team and organizational structure must embody the specific set of skills required to accomplish the successful management of a commuter rail service for a public agency. These skills include training, careful preparation, adaptability and a high level of technical expertise. Safety, service, quality and reliability must be established immediately and cannot be compromised on a single train, much less a single day.

In discharging their management responsibilities for the Caltrain Service and to the JPB, our team will be guided by several specific principles. These include:

- **Close working relationship with JPB** — Service can only be successful if the channels of communication between the JPB, the general manager and his management team, are open and frequently used to share perspectives and problems. By emphasizing this, a complementary relationship between the two organizations, based on the knowledge and resources both parties bring to the service, will be maintained. We propose at least a quarterly inspection trip over the line to provide a common meeting ground away from the offices of the JPB staff and the TASI management team and to guarantee these officers have a shared awareness of service conditions in the field (e.g., stations, right-of-way, facilities and equipment)
- **Reliability** — Schedule adherence is the most basic requirement for a successful commuter railroad. TASI will provide a reliable, high-grade service. Through strict management control and consistent attention to on-time performance, arrivals will be maintained at or above specified on-time goals for all scheduled trains provided system functions are within our reasonable control.
- **Customer Satisfaction** — In the areas of customer satisfaction and quality of service, we have several explicit goals, including a high level of courtesy and professionalism among employees dealing with the public. Rudeness will not be tolerated. Any complaint about a rude or discourteous employee will be investigated by a manager, and appropriate discipline will be the outcome of a verified complaint.
- **Safety** — TASI regards safety as a critical attribute of public transportation. Safety for passengers and employees is a hallmark of our other operations and we have established enviable records. Our attitude toward safety is to take a strong approach, ensuring that safety is given precedence above all other aspects of rail operations. This culture will be fully implemented in the Caltrain Service.





- **Ability to Perform in the Public Sector** — TASI has unparalleled experience and a solid record of performance as a private firm in the public sector. We understand the needs of public sector policy makers. It is our approach to let the policy makers set the objectives with TASI implementing the programs and policies to operate a safe, attractive, effective and efficient system that achieves the client agency's goals. We have the proven ability to establish a strong client focus, excellent communications, and an outstanding working relationship with our public sector partners.
- **Ability to Perform in a Multiple-User Operating Environment** — Many of the examples of TASI's experience and qualifications to provide contract passenger rail services involve multi-contractor/multi-user operating environments. The coordination and cooperation necessary to perform services safely and efficiently in such an operating environment entail mutual respect and constant dialogue among the various providers/users. Daily contact on a complete range of operating and service issues, continuous planning of rail corridor programs, and constant management review to assess status, review plans and address problems, are all aspects of the cooperation and coordination required. TASI is well experienced in working in this environment.
- **Openness and Responsiveness** — As part of our experience in the public sector, we understand the need for an open and responsive relationship with the client. The client has the right to and should be quickly provided with all relevant information. To do less is to make the client's decision-making less effective. There should be no surprises.
- **A Mandatory Program of Train Riding for Management** — A passenger rail service cannot be effectively managed solely from an office. Service excellence requires the familiarity with, and presence of, all members of management riding the trains, observing conditions and standards, interfacing with customers and operating crews alike, and using the information gained in this process to advance service quality. The need for – and the benefit of – this multidirectional exposure and information flow among management personnel, our customers and JPB staff, cannot be overemphasized.
- **Local Decision Making** — When a decision needs to be made, because of a service issue and/or a JPB request, TASI's General Manager will be empowered to make that decision. The General Manager will have broad decision making authority for finance, personnel, operations and contractual issues related to TASI's contract with the JPB. Section 4.f.1 of TASI's proposal describes that authority in detail. Furthermore, the General Manager reports to the President of TASI. There are no layers of management in between the General Manager and the President. The President of TASI has ultimate authority for all corporate decisions. He is a telephone call away from the General Manager for immediate decisions on issues outside the authority of the General Manager described in Section 4.f.1.
- **Local Recording Keeping** — All relevant management and accounting records will be maintained at the appropriate location on the Caltrain Service property.

Safety Plan

For all of its passenger rail operations, TASI has adopted and implemented a comprehensive system of safety that is rigorously applied in each system/service operated and managed. The principal tenets of TASI's approach to safety are contained in the following plan which governs all of our rail activities. Each



TASI operation has in place a Safety Management System (SMS), which is founded on three (3) governing principles:

- A clearly-structured, documented assignment of accountabilities and responsibilities that are established and monitored to assure that every employee knows exactly what their duties are and that they have the proper training and resources to perform them in a safe, proficient manner at all times, without exception.
- A systematic, risk-based approach to identify, mitigate or eliminate hazards before accidents or injuries occur in order to achieve the highest levels of operational, employee and passenger safety.
- Regular safety reporting channels — safety inspection, monitoring and auditing programs, safety training and awareness sessions, and safety committees established and effectively utilized to maintain system safety.

Adherence to each of these safety principles is mandated and coupled with the principles of an SMS approach that TASI's commitment and devotion to safe rail operations will govern TASI's operations on behalf of JPB for the Caltrain Service. We will establish a comprehensive safety program founded on both the superior safety practices and the extensive experience of our management team in managing and operating Federal Railroad Administration (FRA) regulated passenger rail operations.

By studying the existing Caltrain System Safety Program Plan (SSPP) to assure complete integration, coordination, and interface and by incorporating the latest updates of FRA and the American Public Transportation Association (APTA) standards for railroad safety, TASI will develop a comprehensive safety program which will be fully compliant with the requirements of the RFP and with the Caltrain SSPP utilizing the following resources:

- Incorporating superior standards and practices from the proven safety and health practices developed and in use at other TASI operations.
- Using the employee suggestion and safety team approach to continually fine-tune the plan.

The following is a detailed description of TASI's proposal to JPB for our Safety Action Plan:

Performance of Regular Safety Inspections

The purpose of conducting regular safety inspections is to identify and minimize hazards, risks, and unsafe work practices. It is the first and most fundamental step in the hazard identification and correction process. If done consistently, conscientiously, and according to established standards and protocols, it can prevent the occurrence of accidents and incidents. TASI will establish and follow all legislated, contractual and company railroad operations and maintenance/inspection standards and safety guidelines. TASI will continually work to analyze identified workplace hazards for their potential impact on public, employee and operations safety.

The following key activities will be used to identify and resolve system hazards:

- Establishment of a clear and unambiguous chain of accountability of safety responsibilities, including *each and every person* involved in the Caltrain rail service.
- Establishment of standard operating procedures and activities.



- Regularly scheduled inspection and maintenance programs.
- Frequently reviewed safety and operating procedures.
- Establishment of a Joint Labor/Management Safety Committee.
- Consistent and timely accident and injury reporting, cause analysis and correction.

Regular safety inspections will encompass the entire system and environment in which the rail service operates: facilities, equipment, employees, stations and procedures. Safety inspections will include:

- **Preventive Inspections** — Conducted at periodic intervals as specified by regulatory or company requirements
- **Post-incident Inspections** — To determine incident cause, identify solutions to prevent recurrence (including the documentation of any deficiencies found during the inspection) and identify the action(s) needed to be taken to correct any deficiencies
- **Follow-up Inspections** — To ascertain that corrective actions have been properly applied and implemented and to verify that the corrective actions have had the desired effect

The Deputy General Manager of Safety, Training & Compliance will conduct regular safety meetings for the purpose of sharing safety concerns and identifying and implementing solutions for sharing with the rest of TASI's workforce.

TASI will institute a Safety Management System (SMS), of which the most fundamental element is the systematic identification of hazards and risks through regular safety inspections in order to achieve the highest levels of safety.

Correction of Safety Problems that Are Identified

Identified hazards will be resolved/corrected on a prioritized basis and the corrective actions documented, tracked and evaluated for their effectiveness in solving the problems to which they were applied. TASI will utilize a risk assessment system of risk ranking and prioritization based upon MIL-STD-882D (10 February, 2000), Department of Defense Standard Practice for System Safety.

Once identified, appropriately trained and qualified subject matter experts (may include employees, managers and corporate resources) will take steps to assess the frequency and severity of the hazard and its likelihood of becoming a mishap risk. Using risk assessment ranking described in the MIL STD, they will determine the potential negative impact of the hazard on personnel, facilities, equipment, operations, the public and the environment, as well as on the system itself. Following the ranking process, the process of identifying potential risk mitigation/elimination alternatives and the expected effectiveness of each alternative or method can be done. The risk mitigation process concludes when the residual risk has been reduced to a level acceptable to the appropriate level of authority. The system safety design order of precedence for mitigating identified hazards is:

- **Eliminate hazards through design selection** — If unable to eliminate an identified hazard, reduce the associated risk to an acceptable level through design selection.
- **Incorporate safety devices** — If unable to eliminate the hazard through design selection, reduce the risk to an acceptable level using protective safety features or devices.



- **Provide warning devices** — If safety devices do not adequately lower the risk of the hazard, include a detection and warning system to alert personnel to the particular hazard.
- **Develop procedures and training** — Where it is impractical to eliminate hazards through design selection or to reduce the associated risk to an acceptable level with safety and warning devices, incorporate special procedures and training. Procedures may include the use of personal protective equipment. For hazards assigned Catastrophic or Critical Severity categories, avoid using warning, caution or other written advisory as the only risk reduction method.

Documentation of the entire process is essential to complete the risk mitigation/elimination process. Meaningful and accurate documentation enables system users to prioritize, track and analyze improvement plans developed and their implementation. Documentation features should include initial hazard identification, hazard/risk assessment ranking, risk mitigation/elimination measures developed, corrective action assignment and tracking, and reporting and analysis of outcomes.

The final and most important step in the corrective action process is verification of risk reduction. This can be accomplished through analysis, testing or inspection of the corrective measures applied. Through the follow-up inspection process, any residual risk will be identified. Reporting of any and all new hazards identified during the verification process must be forwarded to the appropriate manager and the assessment cycle must begin again until risk is eliminated or reduced to an acceptable level.

Establishment of a Formal Written Emergency Response Plan

I. Emergency Preparedness Plan

In accordance with federal regulations contained in 49 CFR Part 239, railroads that provide commuter service must have an FRA-approved Passenger Train Emergency Preparedness Plan. The requirement for this plan includes an element containing passenger safety information that will be provided for passenger awareness in regard to procedures to be used in the event of an emergency. TASI believes that prompt, effective emergency planning and response reduces both the frequency of occurrence and the severity of consequences (i.e., risk) of accidents. The Passenger Train Emergency Preparedness Plan for the JPB system will delineate a multi-faceted approach to emergency management, including:

Communication and Notification

- On-board crewmembers' prompt and accurate notification to Train Service Central Control Facility and to passengers
- Central Control Facility (CCF)'s prompt and accurate notification to the appropriate emergency responders, and internal and external agencies

Employee Training and Qualification

- Initial and refresher training and testing of on-board personnel (train and engine crews), including:
 - Rail equipment familiarization;
 - Situational awareness;
 - Passenger evacuation;
 - Coordination of functions;



- “Hands-on” instruction concerning the location, function, and operation of on-board emergency equipment.

Central Control Facility (CCF) personnel will receive initial and refresher training on appropriate courses of action for potential emergency situations. Training will also include:

- Familiarization with the train dispatching territories within the Caltrain Service.
- Protocols governing internal communications between appropriate Central Control personnel whenever an imminent potential emergency situation exists.
- Emergency notification procedures – both internal and external.

Joint Operations — Union Pacific Railroad, ACE, Capitol Corridor and Amtrak

Each railroad operating on the JPB system and/or sharing tracks with JPB trains will address its specific responsibilities consistent with this part. TASI will coordinate and communicate applicable portions of the Emergency Preparedness Plan with all shared and joint system users in order to achieve an optimum level of emergency preparedness. One Emergency Preparedness Plan addressing each party’s responsibilities will be jointly adopted and implemented by all of the railroads involved in hosting and operating the passenger train service.

Liaison with Emergency Responders

TASI will establish and maintain a working relationship with the on-line emergency responders by, at a minimum:

- Developing and distributing a training program for all on-line emergency responders who could reasonably be expected to respond during an emergency situation, which would include railroad equipment characteristics, location of railroad facilities, and communications interface.
- Inviting emergency responders to participate in emergency simulations and training exercises.
- Distributing applicable portions of its current Emergency Preparedness Plan at least once every three (3) years, or whenever the railroad materially changes its plan, including documentation concerning the railroad’s equipment and the physical characteristics of its line, necessary maps, and the titles and telephone numbers of appropriate railroad officers to contact.
- Updating emergency contact information quarterly.

On-Board Emergency Equipment

TASI’s Emergency Preparedness Plan will cover the types and location of on-board emergency equipment and their inspection and maintenance procedures. This equipment will include, at a minimum:

- Multiple fire extinguishers per passenger car;
- One pry bar, axe, saw and sledge hammer per passenger car;
- One first aid kit per passenger car;
- Evacuation and other safety signage per passenger car;



- One flashlight per on-board crew member;
- Back-up (redundant) communications.

Special Circumstances

The Emergency Preparedness Plan will address specific issues and considerations that may pose additional challenges in an emergency situation, including tunnels, elevated structures, remote locations, and shared and parallel rail operations.

Passenger Safety Information

This element of the Emergency Preparedness Plan will describe TASI's program for passenger awareness of emergency procedures, to enable passengers to effectively react during an emergency. This includes TASI participation and involvement with JPB on the posting of emergency instructions on the passenger car interior as well as other means of providing safety awareness information, which may include:

- On-board announcements;
- Ticket stock;
- Timetables;
- Station signs or video monitors;
- Public service announcements;
- Seat drops;
- Passenger information safety information pamphlets.

Passenger Train Emergency Simulations

TASI will work together with JPB to design and conduct periodic full-scale emergency exercises to test our capabilities and identify where gaps and weaknesses exist in order to make continual improvements. Debriefings will be conducted immediately after the exercises to obtain clear recollection of the events and a critique will follow in the form of an After-Action Report to include a Corrective Action Plan for improvements.

Operational (Efficiency) Tests

TASI will incorporate, as part of its Program of Operational Tests and Inspections (49 CFR Part 217), procedures that test the knowledge, skills and abilities of train/engine crews and Central Control personnel in the relevant parts of the Emergency Preparedness Plan. These procedures will include:

- Evaluating and critiquing employee response during table-top and emergency simulation drills and exercises.
- Evaluating and critiquing employee response to "what if?" questions posed by the testing supervisor.
- Refinement of employee and first responder training and emergency plans.



Passenger Education / Awareness

This effort will include:

- Use of various promotional media to increase passenger awareness of hazards, including safely boarding and alighting from trains, and minimum safe distance from station platform edge to wait for trains.
- The prioritization of emergency evacuation procedures when necessary to evacuate the train.

TASI will develop and adapt relevant, tested safety policies and procedures to fulfill all of its safety duties and obligations, including compliance with all regulatory requirements. In formulating an Emergency Preparedness Plan for the Caltrain Service, TASI will also reference the APTA-developed Recommended Practices and Standards including:

- APTA SS-PS-001-98, Standard for Passenger Railroad Emergency Communications.
- APTA SS-PS-002-98 Rev 3, Standard for Emergency Signage for Egress/Access of Passenger Railroad Equipment.
- APTA SS-PS-003-98, Standard for Emergency Evacuation Units for Rail Passenger Cars.
- APTA SS-PS-004-99 Rev 2, Standard for Low-Location Exit Path Marking.

TASI is currently represented on the APTA Commuter Rail Safety Committee to stay conversant with industry trends and best practices in the U.S., as well as to share our combined experience and perspective as public transportation contractors.

Emergency Response Plan

TASI will develop an Emergency Action Plan in accordance with applicable OSHA standards in compliance with 29 CFR 1910.38(a). The plan will be a way to document and organize employee actions during workplace emergencies. With a properly trained workforce, one in which employees understand their roles and responsibilities within the plan, the severity of employee injuries and damages to the facility during emergencies should diminish. Elements of this plan will include:

Means of reporting fires and other emergencies

Procedures for fire and emergency reporting including:

- A description of the preferred means for reporting emergencies such as dialing 911, calling an internal emergency number, or pulling a manual fire alarm.

Evacuation procedures and emergency escape route assignments

- An evacuation policy, procedures, and escape route assignments so employees understand who is authorized to order an evacuation, under what conditions an evacuation would be necessary, how to evacuate, and what routes to take.
- Exit route diagrams are used to identify the escape routes to be used by employees from each specific facility location.

Procedures to account for all employees after an emergency evacuation has been completed



- Procedures to account for employees after the evacuation to ensure that everyone exited the affected area may include procedures for designated employees (“evacuation warden”) to sweep assigned areas before leaving the workplace or conducting a roll call in the assembly area and/or to assist others in an evacuation and to account for personnel.

Rescue and medical duties for those employees who are to perform them

- The duties, responsibilities, and names of employees assigned with rescue and medical tasks and liaison with emergency responders or hospitals.

Names or job titles of persons who can be contacted for further information or explanation of duties under the plan

- The names, titles, departments, and phone numbers of employees who can be contacted for additional information or clarification of some aspect of the plan will be kept updated by reviewing and revising them quarterly.

TASI has developed extensive crisis management skills, believing that these skills are a key factor in the quality of its operations. Crisis levels have been established along with the appropriate response level.

Contingency Plan

The mission of TASI in the operation of the Caltrain Service is to provide safe and efficient rail transportation. In the event of a service disruption, TASI has a duty to coordinate and oversee rail-related activities to ensure public safety. We will strive to be operationally prepared to continue operations during any type of threat or emergency, and be able to effectively resume essential operations if they are interrupted. This can be accomplished by developing a viable, executable Continuity of Operations Plan (COOP).

COOP planning is a good business practice and part of the fundamental mission of TASI as the party responsible for providing an essential public service. Because of the current changing threat environment and recent emergencies, including acts of nature, accidents, technological emergencies, and terrorist attack-related incidents worldwide, the need for COOP capabilities and plans is essential.

TASI will use as guidance for its COOP the APTA SS-SEM-RP-001-08 Recommended Practice for a Continuity of Operations Plan as well as the DHS/FEMA resources, training, templates and guidance developed for continuity of operations planning.

The TASI managers responsible for the development and implementation of the COOP will be trained in the following FEMA Emergency Management Institute’s Independent Study Program courses:

- IS-546 Continuity of Operations (COOP) Awareness Course;
- IS-547 Introduction to Continuity of Operations (COOP);
- IS-548 Continuity of Operations (COOP) Program Manager.

Incident Management

National Incident Management System (NIMS)

NIMS is a national systematic approach to incident management, which includes:



- Incident Command System (ICS);
- Multiagency Coordination Systems;
- Public Information.

Because emergency management often requires the response and assistance of multiple agencies, practiced coordination is required to carry out the most successful response. NIMS training and implementation provides a common set of concepts, terminology, and organizational processes that promotes effective and collaborative incident management. When properly practiced, it allows for a common understanding and interoperability of communications and information management between agencies and responders at all levels to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Homeland Security Presidential Directive-5 (HSPD-5) requires all federal departments and agencies to:

- Adopt NIMS and use it in their individual incident management programs and activities.
- Make adoption of NIMS by state, tribal, and local organizations a condition for federal preparedness assistance (through grants, contracts and other activities).

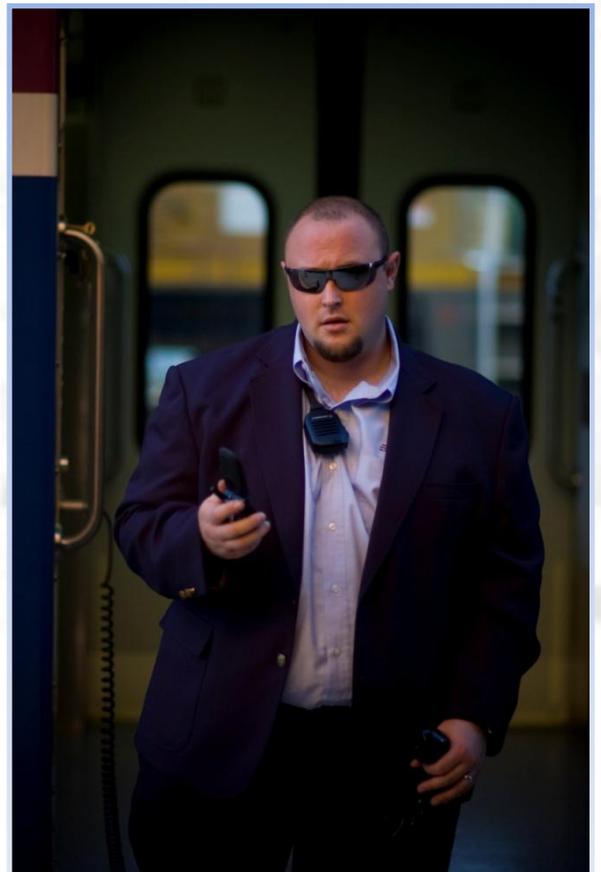
All TASI employees, and the necessary subcontractors employees, involved in the Caltrain Service will be trained on the National Incident Management System fundamentals. Acceptable coursework includes:

- ICS 100, Introduction to Incident Command System;
- ICS 200, ICS for Single Resources and Initial Action Incidents;
- ICS 300, Intermediate ICS (offered by state EMA, when available);
- ICS 400, Advanced ICS (offered by state EMA, when available);
- IS 700a, National Incident Management System (NIMS), An Introduction;
- IS 701, NIMS Multiagency Coordination Systems;
- IS 703 NIMS Resource Management.

Operations managers will be trained on ICS 100, ICS 200, ICS 300, ICS 400, and IS 700a.

TASI will use the Federal Emergency Management Agency (FEMA) Emergency Management Institute’s (EMI) Independent Study Program to accomplish the bulk of the initial NIMS training. TASI will also work with the California Department of Emergency Management to conduct training and develop and participate in drills and exercises relevant to the commuter rail operation.

NIMS training will be an integral part of new hire employee





training and refresher training and train and engine crews must be operationally fluent in NIMS and able to apply the NIMS framework in an incident until first responders arrive on the scene.

Incident Notification

TASI will ensure that its accident investigation policies and procedures are in conformance with APTA Standard RT-S-OP-002-02 (2004) Standard for Accident/Incident Investigation. This provides a common framework for rail systems to develop accident /incident investigation plans. TASI will include the following topics in its plans:

- Policies and procedures;
- Investigation thresholds;
- Notification;
- Coordination with government or regulatory agencies;
- Investigation process;
- Training;
- Analysis;
- Post accident reporting;
- Follow-up activities.

In the event of an incident, TASI will immediately inform JPB-designated representatives in accordance with contractual requirements.

TASI will make all regulatory reports within the required time frame, being guided by 49 CFR Part 225 – Railroad Accidents/Incidents: Reports Classification and Investigation, 49 CFR Part 840 – Rules Pertaining to Notification of Railroad Accidents, 49 CFR 1580 – Rail Transportation Security.

TASI will implement accident/incident, both internal and external, notification procedures, including the following:

- ***Central Control Facility (CCF)*** — All loss-causing accidents/incidents involving TASI personnel or agency property must be reported to the appropriate Central Control in accordance with the governing regulations, rules, and procedures.
- ***Management, Supervisory and Emergency Response*** — TASI will notify appropriate management, supervisory and emergency response personnel in accordance with notification protocols developed in full compliance with the contract. Internal notifications will be made as soon as practicable.

An interim written incident report will be transmitted to JPB within 24 hours of the incident. A full investigative report complete with root cause and corrective actions (if applicable) will be submitted to Caltrain for authorization within 30 days of the incident.



Preparation of an Annual Safety Review Report and Compliance with FRA Reporting Requirements

In accordance with JPB's SSPP, TASI will annually review a certain portion of its System Safety Plan on a prioritized basis to maximize the safety of its operations. TASI will conduct routine and incident-driven reviews, investigations and audits of the safety plan, regulatory compliance status, and compliance with industry effective practices. Upon review or as becomes evident through accident/incident investigation, the hazard identification process, regulatory inspection reports, safety committee reports and recommendations, industry standards and best practices from in-house inspections and trend analysis, TASI will revise its Standard Operating Procedures, Emergency Response Plans, training techniques and reporting practices, if it is revealed that such revision will enhance safety by preventing/reducing injury or loss of life to its employees, Caltrain riders, JPB staff or to the surrounding communities within Caltrain's service territory.

Safety Management Assessment

An internal audit of the SSPP will be completed annually. Highly safety-sensitive elements of the SSPP will be selected for audit more frequently than elements relating to standard business operations with lower risk levels. TASI will follow all Codes of Federal Regulations including:

- 49 CFR Part 240 – Locomotive Engineer Certification records;
- 49 CFR Part 217 – Program of Operational Tests and Inspections;
- 49 CFR Part 219 – Drug and Alcohol testing records;
- 49 CFR Part 228 – Hours of Duty records;
- 49 CFR Part 239 – Emergency Preparedness critique and debriefing records and After Action Reports.

Safety Training

Employee Safety Training

TASI will conduct a safety orientation program, which will introduce new employees to TASI and its mandate to provide superior service. As part of that program, employees will be given a new employee orientation procedure for each job area, which is a checklist of safety hazards required for each job type. All employees will be required to accept personal responsibility for their actions and informed of their duty to take all reasonable care for their own health and safety and that of their colleagues, customers and others.

Training is based upon job classification and will include a combination of classroom and on-the-job training. Both types of training will be standardized, documented and tracked for initial and refresher/periodic training intervals. Elements of training may include the following basic safety principles, including hazard identification and accident prevention:

- Blue Flag;
- Roadway worker protection;
- FRA regulations pertinent to specific job types;



- First aid and CPR;
- Hazardous material awareness;
- Monthly safety training topics;
- Forklift;
- Lockout/tagout;
- Hazard communication (MSD sheets);
- Basic fire prevention;
- Personal protective equipment;
- Workplace violence and sexual harassment;
- Drugs and alcohol;
- Housekeeping;
- Safety and Operating Rules training;
- Customer service training;
- Emergency preparedness training.

All TASI employees and subcontractors engaged in the commuter rail service contract operations will receive safety training to include an overview of the National Incident Management Systems (NIMS) at the level to which it will apply to the conduct of their duties. Security training will be an integral part of employee and contractor safety training. TASI will ensure they are trained on the following at a minimum:

- Emergency response to Explosive Devices;
- Security awareness.

A resource considered for this training is the National Transit Institute (NTI), housed at the State University of New Jersey at Rutgers. NTI is funded by a grant from the Federal Transit Administration (FTA). NTI offers training, education, and clearinghouse services in support of public transportation, either through the direct delivery of training or through train-the-trainer course instruction. Of the relevant courses that are available through NTI at this time, TASI would avail itself of the following courses:

- **System Security Awareness for Commuter Railroad Employees** — This course covers skill sets for observing, determining, and reporting activities, packages and substances that are suspicious or out-of-place and responds to a need for basic awareness training on security and terrorism.
- **Rail Operations Central Control Facility Response to WMD Incidents** — This course is intended for Central Control Facility and other key personnel to review, recognize, and evaluate potential terrorist threats that may arise in their transit systems, and supply them with practical knowledge and response options, including how to distinguish between the characteristics of chemical, biological, radiological, and explosive weapons, recognize key principles in responding to a terrorist attack involving WMDs, and understand the role of rail CCF personnel in



preventing terrorist attacks. For the Caltrain Service, this training will be administered to Central Control Facility personnel.

- **Terrorist Activity Recognition and Reaction** — This course is intended for transit employees who have direct contact with the public. The goals of the course are to provide participants with the knowledge and skills to:
 - Explain the importance of identifying and reporting pre-attack terrorist activity;
 - Recognize the difference between normal, suspicious, and dangerous activity;
 - Define their role in recognizing and reacting to suspicious activity;
 - Describe their immediate actions when confronted with dangerous activity.
- In addition to NTI, the FTA has developed two short security videos that may be used in training:
 - The Mark — A fictionalized version of a threat against a metropolitan transit system. It demonstrates to transit employees how asking the right questions and following their instincts when faced with suspicious and unusual circumstances could ultimately mean the difference between life and death.
 - System Security Awareness for Transit Employees / Warning Signs — Video on the key aspects of system security for transit employees designed to increase the viewer's awareness of what to look for and what to do regarding suspicious activity, packages, devices, and substances.

Identification of Key Safety Personnel

Safety Sensitive Positions

Pursuant to 49 CFR Part 209.303, safety sensitive positions are considered to include the following at a minimum:

- Railroad employees who are assigned to perform service subject to the Hours of Service Act (45 USC 61-64b) during a duty tour;
- Railroad employees or agents who:
 - Inspect, install repair or maintain track and roadbed;
 - Inspect, repair or maintain, locomotives, passenger cars, and freight cars;
 - Conduct training and testing of employees when the training or testing is required by the FRA's safety regulations.
- Railroad managers, supervisors, or agents who:
 - Perform any of the safety-sensitive functions listed in this section;
 - Supervise and otherwise direct the performance of any of the safety-sensitive functions listed in this section;
 - Are in a position to direct the commission of violations of any of the requirements of parts 213 through 240.



For the Caltrain Service, safety sensitive management positions will include our General Manager, all DGMs with special focus provided by the DGM Safety, Training and Compliance as well as an Operating Rules Examiner, a Safety Specialist, the DGM Operations, DGM Maintenance of Equipment, DGM Maintenance of Way, Transportation Supervisors (Trainmasters; Road Foreman), Manager of Field Operations and the Director of Train Operations. Additional members of our management team may be designated as safety sensitive during the course of the Mobilization Phase.

Establishment of a Joint Labor / Management Safety Committee

TASI firmly believes that every employee is an equal partner in the safety process and that safety must be a non-negotiable part of work. Using the joint safety committee approach, the punitive aspects of safety compliance are replaced by a positive, lessons-learned approach. A strong emphasis is placed on establishing a trusting relationship between management and employees, thus the establishment of a Joint Labor/Management Safety Committee.

The first goal of the safety committee is to clearly communicate, to the entire company, the mission, goals and objectives, and most importantly follow-through of the committee when it comes to addressing workplace safety.

The primary objective of the Safety Committee is to provide support to enhance the System Safety Program. In addition to this primary mission, the Safety Committee encourages employees to participate in the safety process for the betterment of all concerned. Each employee has unique skills to bring to the Safety Committee's mutually shared goal of working in a safe manner.

The personal safety and health of each employee of TASI is of primary importance. The prevention of occupationally-induced injuries and illnesses is of the utmost importance to TASI. To the greatest degree possible, the Joint Safety Committee will give employees a voice in the safety management process to ensure that all mechanical and physical facilities required for personal safety and health are controlled and maintained in keeping with regulatory, company and industry standards. In carrying out its mission, the committee is committed to the following four (4) basic principles:

TASI in partnership with the established Joint Labor/Management Safety Committee will:

- Help to formulate and disseminate policies, practices and procedures that promote health and safety.
- Assist management in the planning of occupational health and safety. This will include helping to set priorities to control hazards.
- Act as a problem-solving group to help with the identification and control of hazards through the conduct of routine and responsive safety inspections.
- Help to resolve health and safety issues through the analysis of inspection reports, and determine:
 - Priorities for corrective action;
 - Need for improving safe work practices;
 - Insight about why accidents are occurring in particular areas;
 - Need for training in certain areas;



- Areas and equipment that require more in-depth hazard analysis.

The Safety Committee will review the progress of the recommendations, especially when they pertain to the education and training of employees. It is also the committee's responsibility to study the information from regular inspections. This will help in identifying trends for the maintenance of an effective safety program.

TASI will utilize the employee suggestion and safety committee approach to continually fine-tune the System Safety Program.

Demonstrate Compliance with Caltrain SSPP and all FRA Requirements

All HTSI/TASI properties have at least one designated Safety Compliance officer. In addition, there is a corporate position of Director of Safety & Compliance who reports directly to the President of HTSI/TASI and has a dotted line relationship to each of the project Safety Compliance positions. This position is there to ensure that all the HTSI/TASI properties are in compliance with all local, state and federal regulations and constantly is assisting in or providing safety meetings, audits and reports. The TASI Deputy General Manager of Safety, Training and Compliance will work together with the appropriate JPB safety manager in the coordination of all TASI safety-related activities and programs with the Caltrain System Safety Program Plan. Closely working with this safety manager will ensure that TASI is in conformance and in compliance with the Caltrain SSPP at all times.

In addition to our Safety corporate culture and our proven industry leading safety standards, TASI brings pre-established, solid working relationships with the FRA, CPUC and other regulatory agencies to the table. Some of the most recent examples of this relationship includes a series of periodic transition meetings/conference calls and status reports with the FRA and the respective state regulatory agencies throughout the recent CapMetro mobilization period. The intensity of the mobilization activities of MetroRail was without Parallel. The project had been plagued with significant infrastructure and signal problems causing revenue service to be delayed for almost two years. Herzog, working under intense scrutiny of the FRA, achieved revenue service in 78 days. We expect to be as involved in a similar but less intrusive process for the Caltrain Service. TASI understands the process and what is expected of us as a contractor. TASI will thoroughly, completely and successfully accomplish this, as we have done in 6 other transitions, should we be selected as the new service provider.

APTA SSPP Audit Findings Excerpts

In Section 3.g, Safety and Regulatory Compliance, we provided detailed APTA reports on TASI System Safety Program Plans.

Transportation Plan

The fundamental components of TASI's Transportation Plan for the Caltrain Service include:

Safe, Fully Compliant Operation:

TASI will operate the service in accordance with all state, local and FRA regulations, procedures and inspections and qualification/certification requirements. In addition, we will comply with the following:

- Applicable Operating Rules (GCOR) and Special Instructions;



- The Caltrain System Safety Program Plan (SSPP), TASI's Safety Plan and any other applicable safety regulations and directives;
- All APTA standards as applicable.

Working with the JPB, we will assure that the employee timetable for the Caltrain Service is at all times current and accurate. Each TASI transportation employee while on-duty will be required to carry and strictly adhere to the timetable, including specific operating and safety rules and TASI special instructions. The timetable will be supplemented by notices, bulletins and orders as needed.

In the application of documents governing JPB train operations, as is customary railroad operating practice, the following will govern:

- Operating rules;
- System special instructions;
- Timetable special instructions;
- General orders;
- Bulletins/notices;
- Instructions of the train dispatcher.

TASI has many years of experience in the administration of system safety programs, rules training, testing and compliance monitoring. The members of the TASI proposed management team have extensive experience in the management and operation of FRA/CPUC-regulated commuter rail services, including the Caltrain Service, in a safe, compliant manner. This knowledge will be used to guide TASI operations.

This will ensure safety and compliance with FRA, CPUC and APTA safety standards and regulations by:

- Training all operations on FRA, CPUC and APTA safety standards, including review and updates of new policies and regulations;
- Strict adherence to the Caltrain SSPP;
- Establishing a Safety Rule of the Day program;
- Establishing a program to discuss FRA, CPUC and APTA regulations and safety standards in weekly meetings;
- Rewarding compliance with safety regulations and standards;
- Addressing non-compliance with appropriate measures pursuant to TASI rules, regulations and union agreements through remedial training and progressive discipline up to and including termination.

Transportation Supervisors – Trainmasters/Road Foremen

As depicted in TASI's organization chart for the Caltrain Service, contained in Section 4.b of this proposal, the TASI Transportation Supervisors are both Trainmasters and Road Foremen that will report to the Manager of Field Operations. Their duties and responsibilities include:



- Managing the TASI train and engine crews and their safe, efficient, punctual operation of JPB trains;
- Performing fitness for duty checks;
- Conduct TASI's 49 CFR Part 217 Program of Operational Tests and Inspections, carefully analyzing all test results and taking corrective/disciplinary action as promptly and as thoroughly as possible;
- Working in the field with the train and engine crews, observing, monitoring, testing, coaching, training, and assuring that all train and engine crew personnel are fully-qualified, properly trained, and capable of performing their duties and responsibilities;
- Maintaining their locomotive engineer certification and conductor qualification and being prepared at all times to operate a JPB train if necessary.

Qualified, Motivated Train Crew Personnel

Train crew personnel are critical to the effective operation of the system. Individuals working in the Caltrain Service will be expected to demonstrate customer service abilities, a positive outlook and safe working habits. To assure their good performance, they will receive ongoing instruction and testing including:

- Comprehensive physical examination including drug and alcohol screening;
- Internal and mandated safety procedures and rules;
- FRA-mandated locomotive engineer certification;
- Operating rules qualification and demonstrated expertise;
- Intensive training to improve customer service and ticket verification/revenue protection skills;
- Familiarization with connecting public transportation services and area physical characteristics;
- Air brake and train handling;
- Equipment familiarization and basic troubleshooting skills.

The train crews will be responsible for the operation of the equipment and the safety of the passengers while the passengers are on the train. The following are critical responsibilities during train operations:

- ***Operational Competency and Rule Compliance*** — Testing and rule compliance will meet all federal requirements and internal standards. An operating rules examination will be given annually to all operating employees. Further, employees will be continuously observed and tested on the job to ensure rules compliance and comprehension.
- ***Equipment*** — Proper operation and utilization of all equipment is essential. Train crew personnel will undergo appropriate air brake and train handling instructions and equipment familiarization and will be qualified in basic troubleshooting procedures.
- ***Customer Service*** — TASI will ensure that all train crew members are adequately trained to assist passengers in all types of situations. As part of regular training, train crew personnel will



receive intensive training on customer service and proper response during routine, emergency and out of the ordinary situations, ticket verification/revenue protection and the proper handling of passengers needing assistance. These training courses will be a requirement for all train service personnel.

- Train crews will be front line representatives of the service and function as customer service representatives of both TASI and JPB. All train crew personnel will be fully trained in customer service requirements, to assist them in performing their duties. This includes all aspects of ADA in the serving our passengers needing assistance.
- **Communications** — TASI recognizes the importance of communicating appropriate, accurate and timely operational information to the train dispatchers. This includes the need for security assistance, the need for substitute bus service and passenger related information as required.

In addition to the normal duties that conductors and assistant conductors are expected to perform, TASI places great emphasis on the need for train crew personnel to provide a vital link in the communications chain that is so important to the success of the Caltrain Service. Keeping the passengers informed at all times is essential and a basic expectation of TASI. We expect our train crew personnel to talk with the customers, solicit their opinions about the service, answer their questions and then report this information back to our management team for sharing with JPB and for subsequent action as appropriate.

Train Operations Management Approach

From an overall perspective, supervisory personnel involved in train operations will have full responsibility for the management and hands-on field oversight of the Caltrain Service. This team will be responsible for the operational competency and performance of all TASI operating personnel and will carefully observe, monitor, test, evaluate, train and mentor every one of these employees to assure that high levels of safety, reliability, and passenger comfort and customer service are demonstrated by every employee every day.



This element of our management team will coordinate information between TASI and JPB during routine service, as well as any delays and disruptions. The team will be the liaison between operating crews and JPB staff for a variety of needs including; lost and found issues, ridership status updates and other information that needs to be exchanged between the agency and the TASI crews.

Train Operations Monitoring and Reporting

From a general perspective, Caltrain Service monitoring will start with the General Manager and will be the responsibility of every TASI manager. It will be more than merely “monitoring” however. It is more appropriate to characterize this management function as:

- Awareness;



- Response;
- Resolution.

Managers will be trained to respond to situations and, wherever possible, “fix them forever”.

Crews will be trained to communicate situations promptly, thoroughly and accurately, so that the management response is appropriate in each circumstance.

In addition to response and resolution, thorough analysis of service performance will begin with each morning’s daily conference call, which will feature a detailed discussion of how the service performed the previous day and what adjustments may be necessary for the day currently underway. All departments will participate in the call along with JPB will be invited.

As discussed earlier in this Section 4, HITS will be in place and will provide a complete report of the previous day’s service, which will be in the hands of both TASI management and JPB at the time of the conference call.

TASI’s methodology for assuring the proper documentation, recordkeeping and reporting of the operating services that we are proposing to provide to JPB will encompass all of our activities in the areas of:

- Training;
- Operations reporting;
- Quality assurance;
- Customer service issues;
- Complaints;
- Contract compliance.

Operating Crew Responsibilities

Conductor and Assistant Conductor Responsibilities

Conductors and assistant conductors will have primary responsibility for the safe operation of trains and the safety of JPB passengers and equipment. Additionally, they will be accountable for on-board customer service and fare verification.

For any commuter rail service, the operating crews are the face of the service. They are the front line employees that interact with Caltrain’s passengers. It is paramount that the operating crews are fully trained and capable in the performance of their duties and that they properly represent TASI and JPB.

Train Related Responsibilities

Prior to departure from the maintenance facilities, the train crew will ensure that all doors are operating properly and are closed. At stations, the train crew will open the doors after the train has come to a complete stop. After boarding is complete, the crew will determine that all doors are closed and the platform is clear prior to departing. The conductor will be responsible for inspecting the platform as the train departs until the last car is clear of the platform.



On board, the train crews will be required to continually walk through the train checking on the condition and functionality of various systems (HVAC, lighting, etc.), verifying tickets and passes and ensuring the safety and comfort of the passengers. Special attention will be give to passengers needing assistance including the elderly and children. Any exceptions to the condition of the passengers or equipment will be immediately reported to the JPB CCF.

Train crew members will only be permitted to enter the operating cab in the necessary discharge of their duties. EO 26 will be strictly adhered to in addition to our own internal electronic device policy.



Customer Service Related Responsibilities

As described in more detail in Section 4.f., TASI crews will participate and cooperate to the fullest extent possible with JPB customer service personnel regarding programs, promotions and initiatives aimed at increasing ridership and customer satisfaction on the Caltrain Service. Crews will be well informed on all current programs which will be included in their daily job briefings.

Conductors and assistant conductors will accommodate riders with passengers needing assistance, including operating wheelchair lifts and assisting non-wheelchair disabled riders in finding appropriate seating.

Train crews will be required to remind passengers of the common courtesy issues that arise on the train concerning: saving seats, queuing, blocking seats, placing feet on seats, loud music through headphones, loud cell phone conversations, abusive or offensive language and behavior towards fellow passengers.

Special emphasis will be placed on the utilization and enforcement of JPB’s protocols for the transportation of bicycles. Simply stated, we will do our best to accommodate as many bicycles as possible, consistent with JPB policies, equipment capacity and operational/safety needs. The Customer Service Plan, section 4.j, goes into further detail concerning bicycle customers.

The TASI train operations management team will work closely with JPB staff to coordinate training/familiarization sessions as necessary to assure that our crews are knowledgeable and current on JPB policies to sufficiently answer a customer’s questions regarding the Caltrain Service, including: schedules, fares and ticket issues, station information, holiday schedules, on board policies, lost and found procedures and any other aspects of the Caltrain Service that may be useful and helpful to passengers on Caltrain trains.

Reporting Responsibilities

The conductor will be responsible for the collection and initial reporting time performance for each train. Reports will include a detailed description of delays, and arrival and departure times at all stations. These reports will be forwarded to the CCF for entry into the HITS system, where they will be available to JPB staff.



Additionally, train crews will be required to report all operational issues, including equipment failures, immediately to the CCF so corrections can be made as quickly as possible. All unusual occurrences will also immediately be reported including: trespassers, vandalism, fare evasion, use of fire suppression equipment, use of an Automated External Defibrillator, a request for emergency medical services or police and being witness to verbal or physical altercations.

Announcements

The conductor will have primary responsibility for making all on-board train announcements including: changes to the boarding or detraining process, station arrivals, security and safety announcements and other announcements requested and/or directed by JPB.

General Conduct

All TASI operating personnel will receive extensive initial customer service training, with periodic refresher classes as determined by TASI and/or upon the request of JPB. Conductors and assistant conductors will greet all riders in a friendly manner, treat JPB passengers with respect and dignity, make eye contact when communicating with riders, and wear a complete and appropriate uniform. Operating crews will be strictly prohibited from using personal cell phones and shall not have them on their person while on duty.

The use of tobacco products while on duty will be strictly prohibited.

Responsibilities During Delays

The conductor will be required to make an immediate announcement in a number of circumstances, including when there is an anticipated delay, when a train is incurring a delay due to speed restrictions or for other reasons, when a train is stopped, when a train is experiencing an emergency, when the crew needs to work outside the body of the train and so forth. If necessary to detrain passengers differently than normal, the conductor will clearly identify which car will be used for detraining.

Once the original announcement is made, the conductor will be required to make regular updates when the situation changes, additional information is received, or at least every 5 minutes, to inform passengers that the train is still awaiting information.

In the event of an injury or illness on board the train, the crew will follow protocols comprising:

- Contact the train dispatcher providing exact train location and nature of injury or illness.
- Make train announcements asking for any medically trained passengers to assist.

Additionally, if an ill or injured rider is able to detrain, a crew member will assist the passenger off the train and wait with the passenger on the platform while the train continues on to its destination. A full report will be filled out and submitted to JPB as quickly as possible after the ill/injured passenger has received the necessary medical treatment.

Safety/Security Responsibilities

Safety and security is a primary responsibility for all conductors and assistant conductors whom will receive the appropriate safety and security training. Train crews will be responsible for making a determination of what items or actions pose a potential safety or security threat.



All operating crews will be trained and tested on their knowledge, understanding, and application of the System Safety Program Plan and Emergency Preparedness Plan for the Caltrain Service.

Train Crew Responsibilities

All TASI locomotive engineers operating JPB trains will be certified under TASI's 49 CFR Part 240 Locomotive Engineer Certification Program and will be qualified on all applicable operating rules, physical characteristics and special instructions for the territories they operate over. Additionally, engineers will be required to be knowledgeable in and capable of troubleshooting mechanical problems with the equipment, as well as making emergency mechanical repairs whenever possible.

Specific mechanical training to be given to engineers will include, but not be limited to: familiarity with all safety resets, interlock functions, override processes, the ability to change fuses and reset circuit breakers, Head End Power functioning and problems, the proper procedure for changing ends and restarting locomotive prime movers.

Qualifications

All operating personnel will be fully qualified and certified for the requirements of their position. Employees will be required to participate in all training and to remain certified for their positions in compliance with CFR Part 240 and TASI requirements.

Other Transportation-Related Duties

In addition to the responsibilities outlined in the preceding sections, all operating employees will have additional responsibilities, including:

- While on duty, TASI operating crews will monitor all train and engine operating systems and immediately report any exceptions noted. Systems to be monitored include signage, HVAC systems and public address systems.
- All mechanical or safety related issues discovered en route will be immediately reported to the CCF and recorded on the prescribed forms located on board the train. Additionally, conductors will be required to report any equipment defects to the designated supervisor at the end of each trip.
- The conductor will be responsible for preparing an after-incident report and for assisting in an after-incident investigation following any mechanical delay, injury, or other significant incident.

TASI operating crews will be trained on and be conversant with JPB equipment in a number of areas including:

- Troubleshooting;
- Wheelchair lift operations;
- Function of traction interlocks and overrides;
- Damper controls;
- PA and PEI features;
- HVAC controls;



- Lighting controls;
- Cutting out air brakes on trucks;
- Use and meaning of exterior warning lights;
- Location of emergency tools, first aid kits and AEDs;
- Restarting and troubleshooting HEP problems;
- Hand throw operation of all interlocking switches, if so authorized;
- Changing out defective hoses.

Pre-Departure Responsibilities

Operating crew responsibilities will begin well before the first passenger boards the train. Pre-departure responsibilities for TASI crews include:

- Synchronizing watches;
- Ensuring that all the proper and complete train bulletins have been received. If bulletins are not received or complete, the crew will immediately contact the train CCF to obtain a correct copy;
- Conducting and documenting a complete and effective job briefing;
- Verifying train systems are functioning properly and ready for revenue service including:
 - Brake system;
 - Cables and connections;
 - Lights;
 - Doors;
 - PA systems;
 - Restrooms;
 - Verifying that all departure tests have been successfully performed;
 - Reporting any exceptions to the CCF.

Post Arrival Responsibilities

The responsibilities of the operating crews do not end when the last passenger exits the train. Post-arrival responsibilities of TASI crews will include:

- Walking through the train looking for passengers, lost tickets and other lost and found items;
- Reporting any found articles;
- Properly securing equipment at the layover facility including connecting air and ground power;
- Preparing train for its next departure by changing ends and conducting a brake and power test.



TASI crews will be trained and expected to be vigilant in the performance of their duties especially as they relate to conditions affecting the safety of the trains. While on duty, crews will immediately report any hazardous conditions they encounter to the CCF.

Train Operations Management

TASI's Trainmasters and Road Foremen of engines will be well qualified and experienced in the operation and management of commuter rail train crews. During the mobilization phase, TASI will work with these managers closely to determine the manner in which they have been able to do their jobs in the past in an order to determine their strengths and weaknesses regarding their current approach to the management of commuter train operations, and the points of emphasis for the TASI management of the Caltrain Service, which will include, but not be limited to:

- Train riding and service performance monitoring;
- Rigorous safety and regulatory compliance;
- Daily quality audits of trains;
- Daily contact with train and engine crew personnel;
- Frequent on-train inspections;
- Prompt, thorough response to all customer inquiries, comments, criticisms, etc.;
- A comprehensive program of tests, observations and proficiency analyses;
- Provision of positive growth-oriented results and findings to employees, as well as swift, effective corrective action when required;
- Initiative and problem-solving whenever required.

In short, TASI will expect our train operations management to conduct an ongoing quality assurance program every day.



Dispatch and Rail System Management Plan

Train dispatching of the Caltrain System and operation of the JPB Central Control Facility will be performed by TASI pursuant to well-established principles of safety, efficient use of system capacity, training (including train riding and field visits) and identified priority of train movements. Each train will have both a schedule priority (conferred by timetable) and a service priority agreed upon in advance by JPB and TASI.

Similar if not identical train dispatching services requested in PCJPB RFP # 10-PCJPB-S-025 have been performed by TASI on multiple passenger rail systems. TASI's Methods and Resources are efficient and clear. We have the resources to fulfill the needs of the service and much more, as can be seen in our past successes. TASI's methods are superior to others as seen in Austin on CapMetro. State-of-the-art systems necessary to integrate



technologies such as Positive Train Control are well within the capabilities of, and similar to, those implemented by TASI and HTSI on the Rail Runner in New Mexico and CapMetro in Austin, Texas.

Safety, Security, Emergency Management and Training Program

TASI's Safety, Security and Emergency Management and Training Program for the operation of the Caltrain service will be designed to be integrated with existing emergency management procedures of the PCJPB. This program will meet or exceed all applicable safety/security laws, regulations, rules, codes, standards, guidelines and/or special instructions including:

- TSA
- GCOR
- FRA
- CPUC
- FTA
- APTA
- OSHA
- DOHS



- DOT
- Federal, State and Local requirements

HTSI has received numerous safety awards including “Outstanding Safety Performance” from many clients and promotes safety with such programs as Safety Crew of the Month. As safety is our number one concern, the program will specifically address the safety of employees, passengers and assets.

As done at all of HTSI’s and TASI’s properties, all requirements associated with the Safety, Security, Emergency Management and Training Program will be addressed by preparing site specific programs, plans and procedures that address the needs of the PCJPB.

Train Movement Control and Dispatching

The Director of Train Operations (DTO) reports directly to the Deputy General Manager, Operations. The DTO will manage the Central Control Facility (CCF). Reporting to the DTO are:

- Four (4) Manager, Train Operations (MTO);
- Eight (8) Supervisor Train Operations/Dispatch (STO);
- Five (5) Visual Messaging Clerks (VMC).

The primary function of the CCF is to ensure the safe and efficient movement of all trains, on the JPB rail system.

The MTO will coordinate the daily activities with the:

- Managers of Field Operations in San Jose and San Francisco;
- Superintendent Track & Structures;
- Superintendent C&S;
- Managers, Equipment Maintenance in San Jose and San Francisco.

The primary responsibilities of the DTO are to oversee and manage the CCF staff as follows:

- Development and Management of Dispatching Safety and Rules.
- Meet regularly and coordinate with other internal managers/ departments, Amtrak, ACE & freight railroad operating officers, regulatory agencies, and others to discuss overall railroad safety. Facilitates training the CCF staff on Safety; Operating Rules; Physical Characteristics; Emergency Management; general troubleshooting and equipment familiarization and System Safety and Emergency Preparedness Plans.
- The DTO will participate in the development and updating of the System Safety and Emergency Preparedness Plans. The plans are modified in coordination with JPB, the General Manager, other managers, local emergency responders, agency officials, and officials from other railroads. The plans outline contingencies to deal with all accidents, medical emergencies, hazardous material releases and other emergencies. The plan is updated and refined as needed. Additionally, the DTO will monitor updates and revisions to the following:
 - Operating (GCOR based) timetable;
 - Special Instructions;



- Dispatching rulebook.

The MTO will stay current with all operating rules and regulations, facilitate changes, and provide notice and training when changes occur. Other MTO duties include:

- Posting General Orders and Operating Notices in the CCF.
- Streamline a process for the conduct of operations testing to ensure rules compliance. The MTO will monitor regular internal audits of 49 CFR 217.9 Program of operational tests and inspections; recordkeeping with respect to the functions of the CCF.
- MTO will administer the necessary retraining or discipline as required.
- Develop performance measures to identify training needs and to improve operations.
- Maintain relations with regulatory agencies such as the FRA, CPUC, UP and other railroads as deemed necessary.
- The MTO will monitor regulation changes and arrange compliance for laws, rules and policies that apply within the jurisdiction. In particular, MTO will ensure compliance with CFR Title 49, Chapter II, Part 228.

Daily Operations Management

The MTO will manage the Supervisor Train Operations ensuring efficient and safe supervision of the movement of Caltrain, ACE, Capitol Corridor; Amtrak Long Distance and UP freight trains, excursion and private cars, on those portions of the service property for which JPB has authority to control train movements and all activities related thereto. The MTO will devise, maintain, and regulate an employee schedule and will perform job briefings as needed to inform STOs of operational concerns or rules compliance issues. The MTO will manage the VMC's regarding daily crew management activities, e.g., filling of vacancies for mark-off, spare board scheduling/administration, vacation scheduling, etc. He will develop dispatching office policies and administer related discipline as needed, and also be charged with facilitating familiarization training. In particular, he will ensure the STOs are trained on how they will communicate and effectively work with the JPB's designated Emergency 911 Communications Center.

Control Operations Center Facilities Management

The DTO will be responsible for the physical plant of the CCF. All control systems, telecommunications, recording and information systems. As necessary, the MTO will coordinate with vendors, suppliers and other managers to manipulate, maintain, and secure any additional necessary telecommunications equipment and train control systems.

Operations Planning

All long-term operations planning will be coordinated with the DTO. The DTO/MTO will:

- Coordinate with other managers and agencies to develop the Transportation Movement Plan (TMP), or schedule of train operations. The TMP will also provide slotting of other railroad traffic (freight) within the TMP.
- Coordinate with the JPB on bi-annual schedule changes and corresponding equipment rotations, crew schedules, etc.



- Coordinate track maintenance and construction planning for projects that will have major impact to the TMP. Planned projects will be given windows or curfews written by the MTO and other managers in advance to prevent or minimize service interruptions. This may include development of alternate schedules for weekend, evening and/or midday service. These plans will be executed by STOs with direction from the MTO.
- Coordinate equipment manipulations and crew manipulations with maintenance of equipment management and field operations to plan equipment rotations and associated crew schedules in the most efficient manner.
- Coordinate special and excursion trains as requested. These schedules will be made in advance to prevent schedule irregularities.
- Monitor long-range weather forecasts and prepare (communicate with other departments) for forecasted weather events and seasonal operational concerns.
- Monitor earthquake activity and alert JPB and TASI department heads of seismic wave activity determined to be in excess of safety thresholds.

Reporting

The MTO will manage reporting such as daily ridership, delay reports and mileage billing (revenue). Reports will also be generated as required by the JPB and regulatory agencies on a regular basis, i.e. daily, weekly, and monthly. Required reports include:

Daily –

Train and Engine Crew/Transportation Manager/CSA and Station Agent/Information Agent Utilization Report indicating base assignment, assigned person and vacancy/variance of person and/or hours and spare board utilization.

By 8:00 a.m. daily, a Summary Report of the prior day's train operations, delays, fleet, mainline track and facility status (including estimated repair/opening times), station status, known inoperative/malfunctioning TVMs, slow orders, and special event activity.

Immediately –

- At-grade crossing accident.
- Reportable seismic wave activity.
- Hazard of accident.
- Fire.
- Explosion/Detonation.
- Rupture.
- Release of hazardous material requiring evacuation or major clean-up.
- Flooding/washout.
- Derailment or collision.
- Earthquake with property damage or injury.



- Bomb threats.
- Assault with knives and firearms.
- Release of hazardous material, no property damage.

Within 72 Hours –

- Expulsion of a trespasser from right-of-way.
- Noise complaints by the public.

TASI will provide immediate notification by telephone and/or text message to the JPB of significant (in excess of 10-minute) train delays and annulments not planned and agreed upon, and will give prompt notice to passengers of same via on board and station PA system announcements and electronic messages at locations equipped to deliver such messages.

Third Party Communications

The DTO/MTO will coordinate with other internal departments, commuter agencies, other railroads, regulatory agencies, local authorities, as needed with regard to activities in the CCF. MTO may also be required to perform some aspects of public relations including, but not limited to CCF tours. Specifically, the MTO will be an Operation Lifesaver presenter.

Supervisor Train Operations/Dispatch (STO) Roles and Duties

In general, the STO will direct train movements and the activities of personnel and equipment on or near the track in compliance with JPB dispatching priorities. These movements and activities will be facilitated with strict compliance with GCOR rules, dispatching rules, Timetables and Special Instructions, TASI policies and office (CCF) policy. Movements shall be managed to make the best use of resources, while minimizing train delay. Specific duties include the following:

- Maintain Train Sheet records. These records at a minimum will detail train movement to CFR specifications, and further as required by the MTO.
- Provide authority (Mandatory Directives) and protection for trains and men and equipment as required by GCOR.
- Coordinate train movements by directing scheduled passenger trains. Direct freight movements by priority within scheduled slots.
- Expedite efficient train movements across various line segments, and will communicate with dispatchers within their office and with other railroads.
- Implement authority (Mandatory Directives) and protection for men and equipment so necessary routine line maintenance can be performed without appreciable delay to scheduled train movements. The method of authority and protection will also be utilized under the direction of the MTO when the STO executes a planned maintenance window that will affect scheduled train operations
- Update train crews about conditions that affect train movements. STOs will also relay Manual Directives (verbally and written). Written Track Bulletins will be issued to describe track



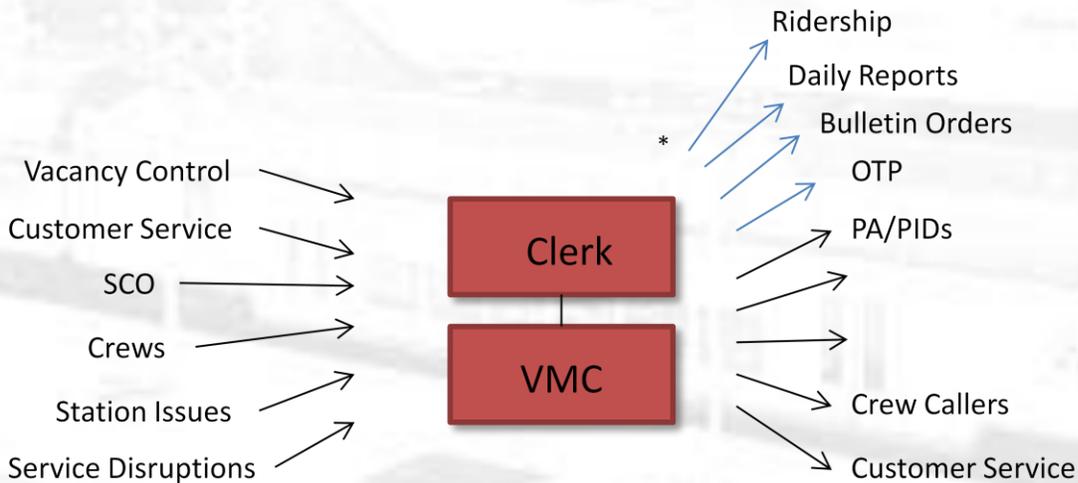
conditions and restrictions. The STO will use Track Warrants to deliver Track Bulletins to trains. The STO will arrange to provide van or other transportation when required for train crews.

- Monitor equipment and crew turns, report to transportation supervisors immediately of potential delays.
- Report exceptions and/or unusual occurrences. These reports will always include the DTO, MTO, and will include others based on the nature of the event. The STO may also have to enact the Emergency Preparedness Plan when necessary. External and internal equipment failures such as grade crossing warning malfunction, track conditions, control device or mechanical failures will be handled by the STO as well as internal failures such as fax/phone, radio, cellular phones, computer and other general communication related problems.
- Monitor daily weather conditions and make notifications to other departments for assistance if conditions warrant. In addition, the STO will communicate weather warnings and alerts to train crews so they may be governed accordingly.
- Inputting visual messaging data and making centralized public address announcements.

Visual Messaging Clerk (VMC)

The VMC's are integral in the delivery of information to all necessary recipients, specifically, the travelling passengers. Please refer to the flow chart below for a visual description of the VMC's connectivity to other facets of operations.

Figure 4.e.1 VMC Duties



Terminal Operations and Staffing plans

The following is an overview of the Transportation supervisors and Customer service employees' typical weekly schedule and duties:

The Transportation Supervisors at San Jose/CEMOF and San Francisco report to the Manager of Field Operations have responsibility for the Terminals, providing Crews for train movements, train makeup, yarding programs and working as a team with the Mechanical Department to ensure the availability of



equipment as required by consist rotation. In addition they support the front line supervisors below with their duties when needed.

Trainmasters (TM)

TMJ 1	San Jose/CEMOF	Terminal Trainmaster On Duty at 4am Mon-Friday
TMJ 2	San Jose/CEMOF	Terminal Trainmaster On Duty at 2pm Mon-Friday
TMF1	San Francisco	Terminal Trainmaster On Duty at 4am Mon-Friday
TMF2	San Francisco	Terminal Trainmaster On Duty at 2pm Mon-Friday

TMs ensure crews are fit for duty, job briefings, proper paperwork, uniform inspections, any special orders or notices pertaining to their train movement. TMs also coordinate equipment moves and consists with mechanical and dispatchers office for all normal, shop and other movements caused by service disruptions, mechanical failure etc. Finally, TMs ride trains weekly to ensure crew performance

TMJ3	San Jose	Field Trainmaster On Duty various times Sunday-Thursday
TMF3	San Francisco	Field trainmaster On Duty various times Tuesday-Saturday

Field Train Masters primarily are train riding supervisors to ensure and enforce TASI Crew responsibilities of rules, fare enforcement, PNA compliance, customer service, and schedule inherence. They administer Road Worker Protection for MoW crews. They also spot check stations to report PA systems functionality, station cleanliness and passenger utilization.

RF1	San Jose/CEMOF	Road Foreman of Engines on duty various Tues-Saturday
RF2	San Francisco	Road Foreman of Engines on duty various Sun-Thursday

Road Foremen’s main function is to ensure compliance for TASI part 240 Engineer Certification program, including, unannounced speed, signal or obstruction compliance testing, MoW on track, RWP enforcement and provide additional support for Trainmasters duties.

CS1	San Francisco	Customer Service on duty 6am Wed-Sunday
CS2	San Francisco	Customer Service Agent on duty 2pm Friday-Tuesday
CS3	San Francisco	Customer Service on duty various Monday-Friday

In addition to duties listed in our proposal, Customer Service Agents assist passengers with TVMs. They provide announcements, track departures and arrival information. They have direct communication with Dispatchers office for up to the minute reporting of issues or response to service disruptions, provides city and public transit information to public. Customer Service Agents respond to customer comments, customer issues and assist with Lost & Found items. They are knowledgeable of all public transit systems in the bay area and fare structures.

Finally, an integral part of terminal operations and Customer Service is ensuring the trains depart as scheduled and report to duty on time. The Following pages include typical detailed schedules of train crew assignments.



Figure 4.e.2 Customer Service and Train Crew Schedules

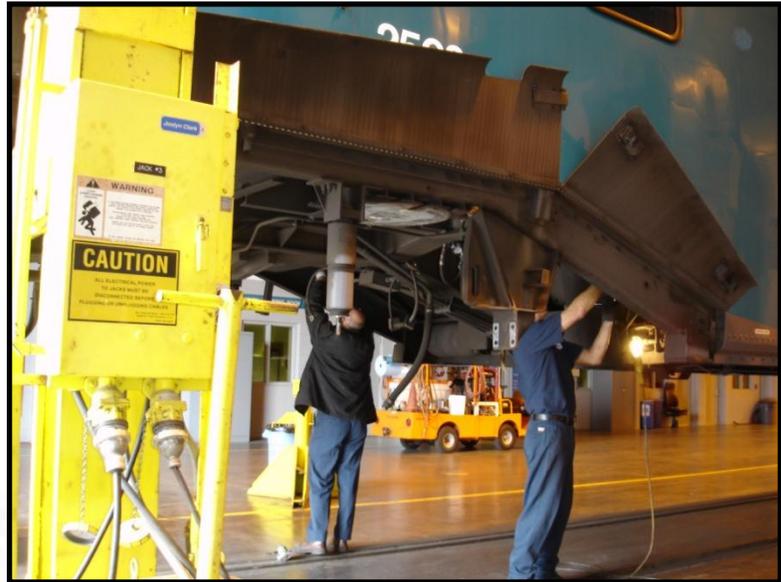
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
SJO								
Train Master 1 4 AM		X	X	X	X	X	R	R
Train Master 2 2 PM		X	X	X	X	X	R	R
Train Master 3 Various		X	X	X	X	R	R	X
Road Foreman Various		R	X	X	X	X	X	R
SFO								
Train Master 1 4 AM		X	X	X	X	X	R	R
Train Master 2 2 PM		X	X	X	X	X	R	R
Train Master 3 Various		R	X	X	X	X	X	R
Road Foreman Various		X	X	X	X	R	R	X
Customer Service Agents	AM	R	R	X	X	X	X	X
	PM	X	X	R	R	X	X	X
	Various	X	X	X	X	X	R	R



Maintenance of Service Equipment Plan

TASI, in close coordination with the JPB staff, will implement and be responsible for the management of the maintenance operations for the JPB's commuter rail fleet and related facilities in support of Caltrain Service operations. The highly qualified and motivated veteran management team selected for this project will ensure sound maintenance, contractual and regulatory compliance. Further, this group will provide comprehensive technical support for projects and programs that JPB initiates or participates in, including regulatory and statutory matters.

The rolling stock maintenance strategies and philosophy that TASI brings to this project provide the Peninsula Corridor Joint Powers Board Caltrain Service with a workforce that will be solely dedicated to and specifically trained for this project's equipment maintenance function. The proposed approach meets or exceeds all industry governing standards and OEM recommended servicing/maintenance criteria including Federal Railroad Administration (FRA), Association of American Railroads (AAR), California Public Utilities Commission (CPUC), American Public Transportation Association (APTA), National Fire Prevention Association (NFPA), US Environmental Protection Agency (EPA) and any applicable regulations of the State of California.



This maintenance approach, which has been successfully demonstrated in projects in New Mexico, South Florida, New Jersey, Atlantic City, North Carolina, Victoria, BC and multiple locations in California and Texas as well as its international operations ensures JPB of a cost effective means of achieving optimum availability and performance, extended life and reliability, and minimization of repair costs to the equipment. TASI's proven ability to provide these services in maintaining GM "F" style locomotive and multi-level passenger car technology establishes it as an independent industry leader in the commuter rail equipment maintenance field. Additionally, our experience in maintaining JPB's future service equipment requirements for EMUs and high speed rail technologies will provide a smooth transition to the implementation these service enhancements. Additionally, quality assurance auditing of processes and scheduling and coordination of capital programs will be accommodated. All maintenance activities will be planned and assigned by means of a work order system, which fully documents equipment activity, man hours expended, material utilization, and detail of work performed that will allow for in-depth analyses of all maintenance operations and expenditures. Measurement of adherence to the equipment maintenance standards, as determined by the JPB, will be evaluated on results of unannounced periodic inspections performed by inspection teams of JPB and TASI personnel.



TASI will provide a program of continuing education and training to ensure maintenance of and enhancement to the skill levels required to ensure maintenance personnel performance relative to the project requirements. This training will include requirements of regulatory and statutory changes. In addition, TASI will undertake a team building process that will complement and support the practical aspect of the training effort.

The facilities, equipment, tools and vehicles utilized to support the maintenance operation will be managed and maintained in compliance with strict corporate policy consistent with the service equipment maintenance program. Activities relative to this area of responsibility will be monitored and tracked to ensure that quality support tooling, equipment and vehicles are readily available and can be utilized in a safe and effective manner.

TASI will perform these activities under the direction of the Deputy General Manager, Maintenance of Equipment (DGMMOE).

Reporting directly to the GM, the DGMMOE will have the overall responsibility and accountability for all aspects of passenger rolling stock and associated facilities maintenance and will have the authority to represent TASI on equipment and equipment facility related issues. Specifically this person will be responsible for:

- Management of the commuter rail equipment and equipment facilities maintenance services and liaison on all related matters with JPB
- Day-to-day maintenance management and reporting on all maintenance service elements
- Development and implementation of updated maintenance standards and practices
- Liaison with regulatory agency personnel
- Rolling stock maintenance and data administration
- Operation, maintenance and repair of JPB owned equipment maintenance facilities, equipment and tooling
- Preparation of maintenance and capital replacement plans for rolling stock as required
- Warranty administration of equipment and materials



Overview of the Caltrain Service

The proposed maintenance of equipment plan is based on the JPB's train schedule which calls for operating 86 trains each weekday, 36 trains on Saturday and 32 trains on Sunday.



Typical weekday consist rotation is shown below in **Table 4.e.3**.





It is planned that the primary rolling stock daily servicing, inspection and primary cleaning activities will be performed at the JPB's San Jose CEMOF, San Francisco and Gilroy facilities between PM and AM revenue service. All periodic maintenance and repair activities will be performed primarily at CEMOF. The proposed program meets or exceeds all applicable FRA and CPUC regulations, APTA, NFPA and AAR standards/recommended practices and accepted industry standards including conformance to US EPA and other applicable requirements of the State of California. TASI will comply with the terms of any manufacturer's warranty on the equipment and will cooperate with the JPB in the fulfillment of any obligations of any such warranty. All work will be performed in accordance with scheduled program maintenance criteria, which will be agreed to by JPB. This criterion will be based on the equipment manufacturer's maintenance instructions and manuals, including:

- Locomotive Service;
- Engine Maintenance;
- Maintenance Instructions;
- Supplier Instructions;
- Rail Passenger Car Maintenance and Spare Parts Manuals provided by the respective suppliers;
- Locomotive Operating, Service and Parts Manuals provided by the respective suppliers.

TASI will utilize JPB approved maintenance, test and service forms for the inspections and work performed will be in accordance with detailed printed instructions with full signature sign-off by individuals performing the work. All work will be reviewed and given signature approval by the supervisor and/or manager in charge. The completed forms will be available for JPB inspection within three days after completion and will be kept on file for at least three years. The program criterion comprises the following elements:

Daily Inspection and Servicing

Upon completion of the scheduled revenue service rotation for each train consist, the equipment will be cycled into the assigned facility where initial servicing will be performed. Hand detailing of end caps, skirts, step wells, step treads, trucks, pilots and under car boxes shall be performed periodically as required. Servicing of train consists will include fueling (on a pre-determined schedule), train washing at least every other day, filling of sand boxes, emptying of toilet tanks, replenishing of fluids, supplies and consumables (including train crew supplies) as needed. Automatic fuel shutoff equipment and fuel stanchions will be maintained in working order at all times.

Train consist movement and equipment switching will be performed as efficiently as possible utilizing yard crews and/or qualified maintenance personnel. Prior to performing any work, blue signal protection will be provided for the safety of the personnel working on, about or under the equipment.

Daily inspection, running repair and consumables replacement/ replenishment activities of passenger rolling stock performed include:

- Engine audio/visual inspection for abnormal noises or leaks-fuel, water or lubricating oil leaks will be repaired promptly.
- Locomotive primary and auxiliary engines will be shut down minimizing unnecessary idling of engines in compliance with JPB community agreements.



- Wayside power supplies coupled and activated when available, in compliance with JPB procedures, and passenger doors will remain closed except when cleaning or servicing activities are being performed to door and threshold area and appurtenances.
- Bottom deck inspections of wheels, trucks, brake shoes, running gear and safety appliances.
- Inspections of carbody exterior, exterior mounted system components and trainlines.
- Inspections of carbody interiors including system operational integrity checks of doors, lighting, communications, HVAC, control functions, rest room facilities, bike restraints and handicap ramp and accommodations (no locomotive or cab car will be released for service with a malfunctioning radio).
- Performance of repair activities as required.
- Ensure that all consists are equipped with spare trainline jumper cables and hoses.
- Initial terminal brake tests.
- Downloading of event recorders as required.

Daily Cleaning Activities

Locomotives:

- Clean cab and nose compartment of papers and other debris and empty trash receptacle.
- All locomotive floors to be clean and free from mud and water tracking in the winter months.
- Clean toilet, drain contents and recharge.
- Clean windows and windshields using an approved cleaner, ensuring dead bugs are removed from windshields and that windshield is free of residue that could cause glaring from opposed lighting conditions.
- Clean engine room compartment floors of any oil or fluid residues.
- Clean water cooler and supply with drinking water and health and welfare supplies for crew members
- Ensure seats are clean and in good serviceable condition.

Passenger Cars:

- Removal of ticket stubs and paper punches along with other floor debris including under, around and between seats and wall area.
- Removal of all debris and emptying of litter receptacles-litter receptacles to be washed and sanitized as required.
- Sweeping and mopping floors ensuring removal of dirt, grease and oil.
- Cleaning interior window lites and sills ensuring any unauthorized markings, dirt and general grime is removed.
- Cleaning of interior panels (walls and ceilings), seat frames/pedestals, cove moldings, joints and access panels as required.



- Removal of beverage spills.
- Removing gum and other adhesives from floor and interior surfaces.
- Replacing seat cushions as required.
- Spot cleaning seats as necessary.
- Removal of graffiti from interior panels, fittings, ceiling and seats.
- Clean door tracks.
- Cleaning stairs.
- Clean cab control area and interior/exterior of cab windows and windshields.
- Vacuuming.
- Removal of torn placards, damaged public notices, unauthorized stickers/posters, expired Caltrain seat notices and any tape and/or adhesive residue.
- Restrooms will be serviced nightly ensuring the facilities are clean, hygienic, and free of odors at all times. Activities comprise:
 - Inspection and necessary repairs of fixtures;
 - Cleaning floor covering;
 - Evacuation and flushing of the retention tanks and system recharge;
 - Cleaning and sanitizing all surfaces, including mirrors;
 - Replenishment of supplies in restroom;
 - Filling of storage tanks with water.

Upon completion of the daily servicing and cleaning activities, a train presentation audit will be performed ensuring the equipment meets the standards required for customer satisfaction. Issues identified, if any, will be immediately corrected and the locomotive primary and auxiliary engines, in compliance with JPB requirements, will be started and wayside power uncoupled. The engines and train systems will be brought on-line in a timely manner prior to transfer of custody of the train to the train crew for AM service. After ensuring that personnel are clear of equipment, the blue flag protection will be removed and the operations manager will be notified of availability.

During layover at the San Jose, San Francisco and Tamien locations a light turn clean will be performed. At a minimum, soiling and trash will be removed, restrooms will be cleaned and stocked and literature will be placed in holders. Supplies for this activity will be stocked in the JPB provided area. All equipment sets having layovers in excess of 30 minutes at San Francisco will have the toilets serviced.

Preventive and Periodic Maintenance:

Each unit of equipment requiring preventive/periodic maintenance will be scheduled efficiently to preserve the equipment availability requirements. These activities will be performed with the intact train approach where practical. The completed forms will then be reviewed and signed by the supervisor in charge and the



maintenance department manager. These forms will be available for inspection by JPB representatives when complete and will be kept on file for at least three years.

Preventive and Periodic inspections comprise:

Scheduled preventive/periodic maintenance programs for cars and locomotives that provide intermediate analysis of equipment function ability and a preventive type inspection that identifies potential component defects prior to actual failure. This schedule comprises:

- 15-day locomotive inspection;
- 30-day cycle for car numbered inspections 1-12;
- 46 day cycle for locomotive preventive maintenance;
- 49 CFR required 92, 184, 368 and 1472 day periodic maintenance for cab control cars including air brake;
- Coach cars requiring semi-annual and quadrennial air brake maintenance;
- Modification and/or minor overhauls of cars;
- 49 CFR required 92, 184, 368 and 1472 day periodic maintenance for locomotives, including air brake. This also involves detailed engine, rotating electrical, primary and ancillary systems inspections with performance testing and adjustment;
- Pre-season air conditioning and heating inspections;
- Interior and exterior cleaning and detail of entire locomotive including locomotive car bodies, fuel tanks, engine rooms, cabs, underframes and trucks shall be performed, prior to periodic maintenance inspections utilizing steam/pressure equipment where applicable;
- Exterior cleaning and detail of portions of cars, including trucks, visible portions of battery boxes and main reservoirs, diaphragm ends and exposed air brake components and piping;
- Alterations and/or modification and/or minor overhauls of locomotives will be performed with the permission of the JPB.

It is anticipated that all repair work will be performed in-house as permitted by facility capabilities and other maintenance duties allowing. This includes, where practical, minor touch-up painting of nicks, scratches and wear spots and dent straightening on the equipment.

All major structural/body damage and major engine damage will need to be performed at an alternate facility.

Wheels will be trued on a required basis utilizing daily and preventive maintenance data as determining factor.

Maintenance personnel will be responsible for the areas in which they work for general housekeeping and function ability.

Car Heavy Cleaning

TASI's experience and approach to cleaning is based on the premise that the customer's impression of the service operation is predicated on two primary factors. These are on-time performance and equipment/facilities condition, particularly cleanliness. The cleaning program proposed is a structured approach developed through TASI's significant experience with multi-level equipment in our operations.



TASI's proven ability of providing an industry leading standard to the cleaning function, brings JPB a system of cleaning that integrates all the cleaning activities in an efficient and cost effective manner that results in an unsurpassed quality of presentation to the customers.

Scheduled and Unscheduled Repairs

Scheduled and unscheduled repairs will be performed as required in the most efficient manner possible. As many of the repairs as possible will be performed with the train consist intact at the CEMOF location. This will increase equipment availability while decreasing unproductive change out of equipment. The need for repairs is determined from inspections, crew reports, internal audits, oil analyses, life cycle analysis and component failures. They include the following:

- Locomotive/car wheel truing;
- Replacement of failed rotating parts;
- Replacement of failed locomotive traction motors;
- Repair/replacement of failed air conditioning/heating equipment;
- Replacement of defective brake shoes, brake heads, rigging and brake discs;
- Replacement of broken and/or worn coach and/or crew seats;
- Repair/replacement of defective car doors, door operators, tracks/guides, electrical switches, touch pads and safety devices associated with proper door operation;
- Replacement of air, signal or other hoses and angle cocks;
- Replacement of broken or damaged glazing;
- Approved minor modifications;
- Replacement of failed couplers, knuckles and draft gears;
- Replacement of failed power assemblies and prime mover associated components;
- Replacement of defective AC and DC wiring and circuitry;
- Running repairs to all electrical parts, air brakes and car body;
- Repair of damage due to accidents and/or vandalism (including graffiti);
- Replacement /repair of dynamic brake grids and grid cooling fans, wiring, circuits and contactors;
- Replacement/repair of failed radiators, cooling fan motors and control devices and wiring, including separate HEP package radiator and cooling fan motor on units so equipped;
- Replacement of separate HEP unit components, including internal and external associated engine components, alternator and associated control circuits, contactors and electrical components in the AC power circuit;
- Replacement/repair of all signage interior and/or exterior that is damaged or defective in both passenger cars and locomotives (signage relating to persons needing assistance will be replaced immediately);



- Replacement of worn, broken or defective wheels;
- Repair of wheelchair lifts and all related components, wiring and control devices;
- Replacement/repair of defective lighting (bulbs or fixtures);
- Replacement/repair of worn floor coverings;
- Repair of bent step wells;
- Replacement/repair of malfunctioning communications equipment;
- Repair of roof and side sheet leaks.

Maintenance of Other Equipment and Facilities

TASI will be responsible for the maintenance of the JPB owned equipment and controlled areas of the San Jose and San Francisco maintenance facilities and the Gilroy layover location. The facilities, equipment and tooling for which TASI will be responsible will be maintained in good working order with cleanliness and safety receiving the highest priority. Tools and equipment provided by JPB will be properly secured against theft or damage. Machinery and equipment will be serviced and maintained according to JPB supplied manufacturer and/or supplier recommendations/instructions.



Floors, platforms and pits will be kept free of accumulations of dirt and grease. Walkways will be delineated by yellow safety striping and maintained free of parts and debris. Storage yard tracks, work areas, material control buildings and compounds will be clean and orderly with trash removed frequently. Employee workstations and welfare modules will be maintained in an orderly manner and cleaned daily.

Oil and engine coolant will be captured and disposed of in accordance with environmental regulations. Freon recovery will be performed in compliance with accepted EPA practices.

Parts and components will be stored only in designated areas under security appropriate for the nature of the part. Parts and components that are environment sensitive will be properly protected.

Upon identification of defects or deficiencies in the physical plant at the San Francisco, San Jose or Gilroy facilities locations, TASI will immediately notify JPB.



Stations and Facilities Personnel

Stations and Facilities Personnel positions, locations, and numbers are shown in detail in Section 4.b.

Maintenance Information Management and Reporting

The Vehicle Maintenance Management and Reporting Control System that TASI proposes is HITS, the system used in our operations in California, New Mexico and Texas operations providing superior tracking capabilities. The Maintenance Reporting and Control subsystems are outlined below.

Maintenance Reporting

HITS provides a comprehensive database of repair and maintenance activities involving each vehicle. All work, whether it is for unscheduled repairs or inspections, is captured via a work order. The work order identifies the following:

- Work order number;
- Vehicle ID;
- Date started, date due and date completed;
- Who requested the work order;
- Location work was accomplished;
- Classification of work order;
- Accident;
- Preventive maintenance (all scheduled inspections);
- Warranty;
- Unscheduled repairs;
- Symptoms/defect description.

As work on the unit is completed, the supervisor reports the following on the work order:

- Component worked on (ex. trucks, turbocharger, etc.);
- Defect;
- Work accomplished;
- Position;
- Mechanics comments;
- Hours worked by each employee;
- Material usage to complete work.



Regulatory mandated periodic inspections are a vital component of the mechanical inspection program and of manufacturers' warranty requirements. The system automatically maintains an inspection schedule for each vehicle that includes all inspections associated with the vehicle type.

A key benefit of the reporting system is the on-line reporting and inquiry capability, allowing maintenance management and staff to sort, select, and review repair and inspection records using computerized tools. The following is an example of functional reports, which are provided by the system:

- Vehicle Maintenance and Repair History Detail Report;
- Vehicle Maintenance and Repair History Summary Report;
- Work orders completed by period;
- Work orders completed by type;
- Work orders completed by component.

MMS Analytical Feature

HITS avails the user of superior analytical capabilities allowing for a wide spectrum of activity tracking. This feature has proven significant in providing detailed cause and effect analyses on equipment anomalies, identifying trends in component failures as to life cycle vs. design flaw.

The variety of identifiers used for data extraction allows independent study of items by:

- Component type of usage;
- Failure code;
- Activity type – warranty, unscheduled repair, scheduled maintenance and type inspection;
- Equipment system or subsystem;
- Vehicle range;
- Date range;
- Location;
- Employee;
- Cost.

This ability is essential to equipment maintenance and TASI and the JPB in evaluating equipment performance and associated costs.

TASI management has worked diligently with the supplier of the work order, inventory, and purchasing programming, to develop a comprehensive, user friendly, Maintenance and Materials Management Information System. The system is capable of generating many useful reports, which can assist in forecasting material usage requirements, for budgeting purposes, as well as a comprehensive history of all inspections and repairs, on a per vehicle basis.

TASI can provide the JPB with responsive reports, as needed. Enhancement of the programming as deemed necessary shall be accommodated on a case by case basis as directed and supported by JPB staff.



Extra Work

TASI has established a proven approach in partnering with our clients by providing the most cost effective and efficient means of planning, implementing and completing Special Programs in a timely and quality manner relative to the service equipment. TASI has recently completed programs that were both competitively bid and sole sourced comprising:

- Procurement and replacement of car fleet flooring;
- Specification, procurement and replacement of car fleet windows;
- Specification, interface design and installation and testing of event recorder systems;
- Interface design, procurement and installation of car luggage racks;
- Redesign and installation of car bike racks (in process);
- Installation of car door warning systems (in process).

TASI additionally can provide a single point contact for all equipment related requirements including equipment and systems technical specification, negotiation and inspection.

As documented, the TASI team has the experience, resources and technical expertise to assist and/or provide for the JPB a cost effective avenue to perform work, which may include:

- Modifications;
- Upgrades;
- Capital improvements;
- Retrofits;
- Safety and legislated improvement;
- Special surveys;
- Preparation for and receipt back after leasing;
- Commissioning of new or overhauled equipment;
- Preparation for special tests and trials.



Maintenance of Rail Lines Plan

TASI will be responsible for all activities involving maintaining the right-of-way, tracks, structures, communications and signals for the Caltrain System. TASI's Deputy General Manager, Maintenance of Way (DGMMOW) will be responsible for the management of all of these maintenance activities, responsibilities and programs.

Maintenance of Way – Track and Structures Understanding and Approach to Work

TASI fully understands the needs and requirements of the Caltrain Service and will fulfill the objective of maintaining the track and structures in a manner that:



- Attains the highest standards of safety and prevention of derailments or accidents;
- Maintains scheduled performance of passenger trains;
- Complies with federal and state regulations;
- Complies with JPB's engineering standards and other instructions;
- Preserves the capital assets of JPB;
- Enables other contractors for JPB who are engaged in capital projects and/or other activities along the JPB right-of-way to complete their work in a timely, cost-effective manner;
- Stays within budget;
- Complies with the Caltrain System Safety Program Plan.

TASI was the provider of track and structures construction and maintenance services for the Metrolink Service in Los Angeles from 1990 to 2007, as well as providing complete "bundled" ranges of operational and maintenance services to the TRE, NCTD and CapMetro services. Prior to assuming O&M responsibilities for NCTD, TASI provided capital/construction support as well as contract on-call emergency services for NCTD beginning in 1996. As a result of this extensive experience, TASI will enter into the Caltrain Service with a unique understanding of and perspective on what it takes to successfully operate and maintain a commuter rail service in California, especially in regard to the impact which maintenance of way activities can have on system safety, service reliability and customer satisfaction. A well-maintained and safe right-of-way is critical to the overall success of the JPB system and the Caltrain Service. Additionally, TASI was a responsible principal for upgrading the Caltrain System for the entire signal system to centralized traffic control, and constructing three stations. The project included 26 miles of new track, 86 turnouts, and two railroad bridges on the North segment. The South segment required total reconstruction of Lawrence Station, including a critical pedestrian under-track cut-and-cover tunnel. Construction also included 14 miles of new track, 25 turnouts, along with demolition and removals.



TASI is well aware of all the requirements for maintaining the systems for tracks, structures, and right-of-way. All of our work will be done to the highest standards and we will strive to maintain a standard in excess of that required by JPB, FRA, and CPUC. Our personnel will be on call 24 hours per day, 365 days per year, and will understand the need to immediately respond to any condition adversely affecting the condition of the Caltrain System. TASI's personnel are thoroughly trained to perform inspections, maintenance, and repairs while never compromising safety and integrity. TASI's parent Herzog has been highly praised for the condition of the trackage which it maintains, as evidenced by numerous positive geometry car test results indicating no deficiencies in the condition of the track being maintained, which attests to the quality of the workforce. TASI is also aware that, as a public agency, JPB and its contractors must provide a positive image to the public by always keeping the work place and JPB equipment clean and presentable, and we intend to achieve that goal for JPB.

TASI will ensure that fully qualified and highly trained professionals who adhere to the high safety and quality demands of our company will always be assigned to the appropriate project. Our personnel maintain this through experience, many training courses and testing. Continuous refresher training and review of any new requirements of the JPB and/or governmental agencies, together with other courses as required by JPB and TASI in the areas of safety, quality, and technical competency will ensure that all employees maintain a thorough working knowledge of the maintenance of way industry leading standards

The scope of work to be performed in fulfilling the requirements of this contract includes:

- Inspections of track, structures and right-of-way;
- Remedial repairs of track, structures and right-of-way;
- Scheduled preventive maintenance of track, structures and right-of-way;
- Unscheduled maintenance of track, structures and right-of-way;
- Maintenance of JPB-furnished work equipment;
- Material management services;
- Training programs for all personnel;
- Adherence to the System Safety Plan;
- Adherence to JPB's Safety Program.

Most of these activities will be accomplished during night time hours, and work during the daylight hours will be kept to a minimum in accordance with slotted work windows, to maximize efficiency and productivity.

Inspections

- Daily scheduled inspections of track, structures, and right-of-way are the primary responsibility of the track and bridge supervisors. These inspections are performed visually and will be done both on foot and by using a hi-rail vehicle as necessary. A more detailed description of the duties and responsibilities of TASI track and bridge inspectors appears later in this Maintenance of Rail Lines Plan.
- Rail flaw inspections will be performed two (2) times per year. TASI will perform these inspections using TASI's Rail Flaw Detector car. During the time this inspection is being performed, we will have one of our track inspectors providing track protection.



- Special inspections will be performed when unusual conditions arise which may have an adverse effect on the system. Those conditions include earthquakes, floods, unusually high or low temperatures, vandalism, or damage caused by third parties. In this event all TASI qualified maintenance personnel will be qualified to inspect and take any remedial action required.
- Supplementary inspections will be undertaken at the direction of JPB.

Remedial Repairs

TASI’s track and bridge inspectors may find, during the course of their inspections, conditions which need to be corrected immediately rather than be programmed into scheduled work. That work will be done either by the inspectors or by calling their respective track and/or bridge repair crews.

Scheduled Preventive Maintenance

Scheduled maintenance of the Caltrain System by TASI will involve maintaining track and structures in such a condition as to allow the safe and reliable movement of commuter and freight trains at the specified speed class. It also involves keeping the right-of-way clean of litter and debris, controlling vegetation in accordance with 49 CFR Part 213.37 and maintaining drainage facilities in accordance with 49 CFR Part 213.33. All maintenance will be performed in accordance with the applicable standards of JPB, CPUC, and FRA Track Safety Standards. As part of this program, TASI will have a computerized record-keeping system that will track all activities undertaken on a daily basis, with the appropriate reports submitted to JPB.

In addition, TASI will have a computerized inventory control program for track and structures materials. An initial supply of materials sufficient to handle daily maintenance requirements will be jointly agreed to, drawn from as needed and replenished as necessary. A full accounting of all materials utilized in this program will be transmitted to JPB as required and all inspection records will be filled out maintained pursuant to 49 CFR Part 213.241.

All track and structure inspectors will be trained to be aware of unusual conditions with regard to any part of the system. For example, our track inspectors and track foremen will constantly be viewing the general condition of structures as they work and patrol the track system. The same would be true of the structures foreman. Upon finding any areas of possible concern, they will contact the appropriate personnel for action. These observations will be duly recorded on daily report forms and distributed to all concerned. Another key ingredient of our daily work will be constant contact with the dispatcher and train crews to ensure that all parties are aware of any special circumstances that may have an effect on operations. Scheduling daily fieldwork will be the result of our inspectors’ examinations of the track, structures and right-of-way and reports from operations personnel. Routine daily maintenance will be recorded





on report forms, logged in and forwarded to JPB with any unusual items noted that may require special attention. Depending on the situation those items may have to be taken care of immediately or programmed to be taken care of before they necessitate issuing a speed restriction.

Unscheduled Preventive Maintenance

TASI will attend to situations which require immediate attention such as a broken rail, washouts undermining the track structure, earthquakes, damage to track or structures caused by third parties, or acts of nature. Those situations will be solved by immediately dispatching crews to identify and resolve the problem. We will also notify the proper JPB personnel of the actions we are taking to resolve the problem. Along with scheduled maintenance activities being recorded on proper forms, these unscheduled activities will also be recorded.

Track Inspection and Maintenance

Track inspection and maintenance will be done by a qualified track inspector. The track inspector will be qualified under 49 CFR Part 213.7 and will inspect all mainline track at least three (3) times per week with at least one (1) calendar day between inspections, per 49 CFR Part 213.233. He will inspect switches, turnouts and track crossings on foot monthly per 49 CFR Part 213.235. Inspections will also take place during and after severe storms, fires, floods, earthquakes, or other occurrences which might have damaged the track structure per 49 CFR Part 213.239. In this instance, all MOW employees will be notified that they may be required to respond immediately to assist in any remedial action as a result of an adverse occurrence. All inspection records will be made out and kept on file per 49 CFR Part 213.241. Track foremen, also qualified under 49 CFR Part 213.7, will be responsible to the track supervisor and will perform scheduled and routine maintenance with their crews on a daily basis and correct any deficiencies detected by the track inspector. The track maintenance crew will typically perform the following types of work:

- Replacing defective rails;
- Replacing cross ties;
- Replacing broken or missing joint bars, bolts tie plates and anchors;
- Adjusting and lubricating switches;
- Highway grade crossing maintenance;
- Replacing insulated joints;
- Replacing worn turnout components;
- Thermal adjusting of rail and anchors;
- Repairing derailment damage;
- Out-of-face and spot surfacing;
- Emergency work;
- General right-of-way maintenance.

TASI understands the FRA's track inspection schedule of twice weekly very well, however, these are minimum standards and we have established three weekly inspections on our operating properties when appropriate and



applicable. This allows full coverage when unable to complete scheduled inspections for any number of reasons as well as additional crossing, siding, turnout and ROW inspections.

Structure Inspection and Maintenance

Daily maintenance of bridges and other structures will include:

- Cleaning out culverts as required assuring proper drainage;
- Cleaning bridge seats;
- Repairing timber footwalls;
- Repairing handrails.

Other maintenance items to be performed on an as-required basis are:

- Installing wingwall retainers;
- Replacing bridge caps;
- Grading;
- Replacing bridge timbers;
- Installing headwalls;
- Tightening and replacing hardware;
- Removing debris from piers.

Vegetation Control

Agrichem will perform vegetation control through the use of an annual pre-emergent chemical spray program, which will be applied just before the rainy season with a follow-up spot spray program on an as-needed basis. Chemical spraying will generally be done at night so as not to interfere with train movements and to take advantage of calmer wind conditions. This work will be performed by the Agrichem Company who has been providing on track herbicide control since 1947 with service on this particular line from 1973 through 1986.

Emergency Response

TASI's main objective in responding to emergencies is to provide the necessary resources to assure public safety and re-open the railroad as soon as possible. TASI has had extensive experience responding to emergencies, such as floods, fires and earthquakes with the Metrolink and NCTD systems along with many of the Class 1 railroads across the country. TASI has developed emergency response plans that have been used as examples of industry standards by the FRA. Their MOW personnel are given continuous training in emergency situations. In addition, all personnel carry pagers and are on-call 24 hours per day, 365 days per year. The same standard of service would be offered by TASI.

Quality Assurance

Quality and safety is of utmost importance to TASI in operating the Caltrain Service and maintaining the Caltrain rail infrastructure. In performing maintenance-of-way work we have a number of controls over the quality of the work. The primary control is the responsibility of our staff engineer, track and structures and is supplemented by



the DGMMOW, FRA, and PUC Inspectors, and results from Geometry Car and Rail Flaw tests. We continuously monitor all work for quality and all employees undergo extensive training in all facets of safety and quality.

Maintenance of JPB Furnished MOW Equipment

Only qualified personnel will be allowed to operate any piece of equipment on the JPB Service, whether owned by JPB, TASI or rentals from third parties. HTSI/TASI is presently performing preventive maintenance on equipment owned by NCTD on the Coaster, TRE in Dallas, Rail Runner in Albuquerque and CapMetro in Austin. Additionally, TASI has operated and/or maintained equipment on eleven (11) passenger services receiving the highest acknowledgements from the clients and customers. TASI will maintain JPB equipment at the same high standards. We will have our Railroad Equipment Mechanics on both the San Francisco and San Jose sites. These personnel will be responsible for keeping all equipment in an excellent state of repair so that all crews can effectively perform their duties. They will fill out all required reports and work with JPB on all matters concerning repair costs and items covered under warranty. They will also be fully trained in accordance with the policies outlined in the CFR Part 214.

Material Management

As previously mentioned in Section 4.d.3, TASI will have an Manager, Material Control who will be responsible for the planning, purchasing, storage, distribution and control of all materials required to perform the services under this contract and to support JPB's capital programs.

Employee Training

At a minimum, all employees will receive training at intervals specified in the contract documents. In addition to those programs TASI also provides training in areas such as leadership, position, cross training, and job improvement skills, and quality of life best practices

System Safety Plan

Safety will be of utmost importance to TASI and will be stressed daily with no exceptions allowed. Demonstrated by the numerous System Safety Plans TASI has published, TASI will ensure the highest regard to safety for the Caltrain System. TASI's on-site Deputy General Manager, Safety, Training and Compliance, together with our corporate safety support, will regularly meet with their counterparts at JPB to ensure all aspects of safety are being complied with.

Responsibilities and Roles of Maintenance Personnel

The following is a list of TASI maintenance personnel along with their corresponding tasks and roles to be carried out for the Caltrain Service. The Deputy General Manager, Maintenance (DGMMOW) will oversee and be responsible for all tasks from inspections to maintenance of tracks and structures and communications and signals, and will therefore have a role in all aspects of this work. The list of specified tasks below includes those that are most critical in the daily safe running of trains and show the relationship of the various Key Personnel and their involvement.

Track and Structures Inspections

Deputy General Manager, Maintenance of Way (DGMMOW): The role of the Deputy General Manager, Maintenance of Way (DGMMOW) will be the overall management of all aspects of the contract and will always play a key role in track and structures maintenance and remedial actions. This includes, but is not limited to,



budgeting, preparation of maintenance plans, coordination with JPB management and other contractors. One of the most important parts of maintenance planning and budgeting for JPB is to know the condition of the track and structures, i.e., to know the amount of wear in the track materials and the deviations from the desired track geometry and appropriately scheduling SOGR activities. TASI's DGMMOW, staff, and subcontractors, have no equal in this department and with this knowledge of the local environment, train speeds, subgrade and ballast support, grades, curvature, weather and climate. The DGMMOW will oversee the daily scheduling and dispatching of personnel and equipment for the territory as needed. A portion of his time will be spent in the field to monitor the performance of all crews to assure compliance with FRA, PUC, JPB, and TASI standards.

Staff Engineer: : On a day-to-day basis the role of the Staff Engineer, Track and Structures will be to perform inspections of each structure, culvert or tunnel in the vicinity of the day's scheduled work. This person will look for any defects, deviations or potential problems that may have developed since the last scheduled inspection, inspecting for signs of weakening, crushing, cracking, and any component failure. He/she will then report the condition to the DGMMOW and effect immediate protection or repairs of said failures. The Staff Engineer, Track and Structures will perform initial post seismic and extreme weather (special) inspections as directed by the DGMMOW and JPB.

Superintendent, Track and Structures: : Under the direction of the DGMMOW, qualified Track Superintendents roles will be plan, organize, communicate, and supervise the daily operations. These operations could be performed during the day, or the night. The Superintendent will also play a large part in the Operations Test and Observations plan in accordance with CFR 49 Part 217. The Track Superintendent will be directly responsible for track and structures maintenance personnel. In addition to the duties outlined above, the Track Superintendent will also:

- Be responsible for conducting and leading the daily safety briefings.
- Assist in the development of material and execution of monthly safety shutdowns.
- Organize and communicate with JPB staff and other designated personnel the daily, weekly, and monthly work plan. He will also communicate the previous day's production.
- Make monthly hyrail inspections with the Track and Bridge Inspectors to ensure compliance with the CFR Title 49, including all relevant parts of the regulation. During this inspection the Superintendent will be giving guidance on best practices, as well as making recommendations for preventive maintenance.
- The Track Superintendent will also be in a mentor position by the DGMMOW. This will ensure coverage when the DGMMOW is called away from the property i.e., vacation, meetings, etc. This position will be a development position for the Track Superintendent.

Track Inspectors – The Track Inspectors daily responsibilities will be to inspect the track and right of way between designated points for safety and compliance with the SPTMC, CPUC and FRA Standards. Track inspection and maintenance will be done by a qualified track inspector. The track inspector will be qualified under 49 CFR Part 213.7 and will inspect all mainline track at least three (3) times per week with at least one (1) calendar day between inspections, per 49 CFR Part 213.233. He will inspect switches, turnouts and track crossings on foot monthly per 49 CFR Part 213.235. Inspections will also take place during and after severe storms, fires, floods, earthquakes, or other occurrences which might have damaged the track structure per 49 CFR Part 213.239. In this instance, all MOW employees will be notified that they may be required to respond immediately to assist in any remedial action as a result of an adverse occurrence. All inspection records will be made out and kept on file per 49 CFR Part 213.241. Track foremen, also qualified under 49 CFR Part 213.7, will



be responsible to the track supervisor and will perform scheduled and routine maintenance with their crews on a daily basis and correct any deficiencies detected by the track inspector. The Track Inspector will inspect items as follows:

- **Roadbed Inspection** — Observe the condition of the track structure, bridges, culverts, embankments, cuts, and anything likely to endanger trains.
- **Inspection of Ties** — Looking for ties that will not hold gage, maintain surface, maintain alignment, hold fasteners, etc.
- **Inspection of Gage** — Check gage for irregularities. Report locations where gage deviates from standards, schedule repairs as necessary.
- **Inspection of Rail and Fastenings** — Carefully inspect the track for broken and defective rails and fastenings, particularly on curves, in tunnels and on bridges.
- **Inspection of Alignment and Surface** — Check for crests and sags in profile and for deviation from the prescribed alignment.
- **Inspection for Track Buckling and Pull-Aparts** — Watch for signs of rail under thermal stress; wavy rail, anchors not tight and movement marks on the base of the rail, ties moving and bunching, clusters of poor ties, areas of known heavy train brake application, areas of recent surfacing and weather-related repairs.

The above list is not meant to be all inclusive, as the duties of a Track Inspector are manifold. The Track Inspector will be responsible for the daily maintenance activities on his territory. He will report directly to the Track Superintendent, and assist in compiling the weekly work plan. The Track Inspector will be the direct supervisor of Foreman, Welders, Machine Operators, and Mechanics. This position will not be a 13c agreement position, and will be considered part of the management team. Every effort will be made in the development of these personnel with respect to leadership, safety and training.

Monthly Turnout Inspections

Monthly switch and backtrack inspections will be performed by the Track Inspector. The Track Inspector Performing these inspections will be responsible for Switch Inspections as their primary duty. Their duties will be identical to the Track Inspectors, however will focus primarily on turnout inspections.

Track Foreman: Under the direction of the track inspector, all TASI foremen are qualified, trained and often called upon to perform the same duties as inspectors. During the supervision of normal maintenance duties, the Track Foreman will continuously make inspections of the work in progress and surrounding work area. Any deficiencies will be repaired or properly documented and reported to the track inspector or Superintendent..

Welder : The role of the Welder in inspections will be to assist the Track Foreman and perform some of the same duties. The welder's role in inspections will primarily take place in turnout and track crossing areas where the majority of daily duties are performed (restoring special trackwork, switch inspections, and grinding maintenance, etc.).

Track and Structures Maintenance and Remedial Action



Structures Foreman: The Structures Foreman will be qualified on the JPB territory and his/her role for maintenance will be the responsibility for scheduling his/her crew's daily structures and facilities maintenance as well as supervising and inspecting the repairs of defects found by the Track Inspector. The Structures Foreman will constantly monitor the crew's safety procedures, FRWSS, fall protection, equipment operation, etc. Any deficiencies will be immediately corrected, documented and reported to TASI's DGM Safety, Training & Compliance and the DGMMOW. This could include such items as unsafe worksite conditions or public safety hazards. The Structures Foreman will be qualified on the application and documentation of all applicable safety standards of FRA, PUC, JPB, and TASI. Daily supervisory duties include material inventory, equipment operation, handrail repair or replacement, clearing waterways, erosion control, and bridge component replacements.

Track Inspector Track and Structures: The roles and responsibilities of a TASI Senior Engineer Track & Structures are extensive. Relying on his/her inspections and expertise in track structure and behavior, the Track Inspector will communicate with his foremen and welders any deficiencies in the track, and is responsible for making sure these are corrected in a safe and timely manner. He will not only do follow-up inspections of his crew's activities, but will often work with them making sure they are following safe and economical practices of track maintenance and rehabilitation. One of the Track Inspectors duties will be maintenance planning and, by using his/her knowledge and records of the territory, will assist the Superintendent and JPB in budgeting and planning the maintenance of the right of way, drainage facilities, rail, ties, subgrade, and ballast. A qualified Track Inspector will be in charge of the surfacing crew and is responsible for performance of a system-wide surfacing program developed and approved by TASI and JPB. This supervisor will address problem areas immediately upon reaching a territory during its annual program, and then proceed to complete the pre-determined surfacing in that territory. In addition, TASI Track Inspectors through their familiarity with JPB territories, will be knowledgeable of specific areas which require special maintenance and surveillance to ensure safe and reliable track and structures for the system users and the public.

Track and Structures Foreman: Qualified Track Foremen will be assigned to work with each track inspector in a designated territory. The role of the Track Foreman will be responsibility for scheduled maintenance as well as performing repairs of defects found by the supervisor in a timely manner. He/she will constantly monitor and train crews in the safe operation of all track repair equipment, from large loaders to small hand tools. The Track Foreman will document this training as well as his crew's daily activities on approved forms. The type of work the Track Foreman oversees will be accomplished to assure JPB, FRA, PUC, and other applicable safety standards are met or exceeded. That work includes replacing bolts, broken plates, missing anchors, transposing or replacing rail, turnout components, ties, adjusting switches, monthly switch inspections, adjustment of thermal rail stress, spot surfacing and lining, replacing joint bars, adjusting rail anchors, repairing derailment damage, highway grade crossing repairs, emergency work, and general right-of-way maintenance.

Welder: This position will perform many of the same duties as the track foreman. The Welder will be additionally responsible for in-track thermite welding, welding of rail ends, rebuilding special trackwork, proper switch point and stock rail grinding, and overall turnout and track crossing repairs. TASI Welders will be qualified, capable and often called upon by the track inspector to assume the role of track foreman in certain cases and organize crews and equipment in the performance of daily tasks.

Deputy General Manager, Safety and Compliance (DGMSC): As with the DGMMOW, our DGMSC has a role in all aspects of the work, particularly in the areas of maintenance and repairs. His/her duties are not only to train and implement safety programs, but to observe and train others to recognize hazards before they become a problem. Observations of specific worksite potential hazards may include overhead power lines, steep cliffs, or unmarked underground utilities.



Turnout Repair

While performing monthly switch inspections, the track inspector will document certain repairs necessary to prevent further deterioration of track components due to normal traffic conditions. All relevant information will be forwarded to the Superintendent, DGMMOW and the JPB by the track inspector. His/her crews will be scheduled for the necessary repairs. Prior to any welding, a track inspector will protect and supervise the correction of all faulty track conditions within the turnout area such as track surface, loose bolts, track alignment and defective ties. Throughout the turnout the track inspector will check all track gage, flange ways and points, while making any necessary adjustments. The track welder will coordinate with signal personnel prior to commencement of any work within the switch area that may affect the signal system. The track welder will also communicate work to be performed with train dispatchers to afford notification and proper protection per Roadway Worker Safety Standards and the General Code of Operating Rules. The welder will then perform standard repairs such as grinding beads or ridges from edges of castings, rails and points, remove and rebuild faulty surface metal, repair chipped or battered rail ends, repair chipped or worn switch points in applicable areas, replace A and B gage plate blocks, repair hold down housings on spring frogs, and perform thermite welding of any replacement rails installed by track crews. The welder will then clean all surface areas of grinding debris, welding slag, and metal powder which may cause signal or switch failure, document all repairs on the proper forms, and notify the track foreman or inspector of completion.

Bridge Change-out

As in the task of resurfacing a road crossing, all necessary TASI support departments and personnel will be notified, and track protection and safety procedures will be adhered to at all times. The following is a description of duties for the task of bridge change-out along with the TASI personnel responsible.

- A site inspection scheduled by the staff engineer of track and structures will be conducted along with the DGMMOW, DGMSTC, track inspector, material manager and JPB. These personnel will review the work to be done and make sure all parties are aware of their responsibilities and degree of participation.
- The transportation, ordering and purchasing of materials and equipment will be made by the material manager upon authority approval, under the direction of the DGMMOW and structures foreman.
- The staff engineer, track and structures and the DGMSTC will walk the site with the structure crew, noting any obstructions, future equipment and material positions, hazards or special conditions. Upon performing a job briefing per 49 CFR Part 214.3 the foreman will protect and oversee the receiving,





unloading and positioning of materials and equipment by his crew. They will then perform the physical duties of setting spans, installing wing walls, walkways, handrails, bridge deck hardware, and perform welding duties as needed. They will remain in constant contact, checking each other's physical location, awareness, progress, and overall safety procedures. When the bridge replacement portion of the project is complete, the foreman will release the structure to the track inspector or the track foreman. If required, he will assist the track crews by furnishing personnel and equipment for the reinstallation of the track. The track foreman will then begin the track work on the completed structure with his crew. After all work has been completed, the track inspector and structure foreman will perform a final inspection and forward all documentation to the DGMMOW.

Rehab Grade Crossing

In his normal duties of visual track inspection, the TASI track inspector will notify the proper authorities of a surface sag if found in the track within the traffic lanes of a grade crossing. He will call his track foreman for assistance in measuring the sag (profile), traffic control, string lining, etc. After determining whether immediate train protection is necessary, he will document the deviation and report it to the Track Superintendent and DGMMOW. The DGMMOW will then give both verbal and written reports to JPB and the appropriate Public Works Department with recommendations for remedial action. JPB would meet with their personnel and then would report back to the DGMMOW any special funding, city re-collectable assistance or rehabilitation projects scheduled for this crossing. Upon agreement of the work to be done, the DGMMOW will set up a job-site meeting(s) with the material manager, track inspector, JPB's representative, TASI's DGMSTC and a subcontracted paving representative. Once safety, operations, materials, equipment and other scheduled tasks have been considered, all parties will agree on a schedule. The first issue would be for the material manager to contact JPB's Railroad Services Department for availability and notification of use of JPB provided material if necessary. The material manager would then order any needed material upon authority approval and begin scheduling equipment and subcontractors as directed by the DGMMOW. At this time the TASI DGMSTC would be in contact with city engineering departments or public works obtaining permits, provide traffic plans, notify emergency response personnel of a road closure, and locating underground utilities for asphalt cutting and removal. The DGMSTC will continue communication with all public services throughout the project. The track inspector and the DGMMOW will be in contact with the JPB and representative contractor for discussions of on-track-protection, possible service disruptions and other safety issues. The track inspectors will begin scheduling personnel, equipment and material through the DGMMOW and their track foremen. During the surfacing of track, the surfacing gang foreman and city inspector will coordinate predetermined track elevations and street profiles for the best possible results. The following additional tasks will be performed:

- The track foreman will begin preparation of the job site, working with the material supervisor on the transportation and unloading of material and equipment. Through a site inspection, the track foreman will document and discuss any hazards or special conditions with his crew. He will line up track welders for removal of any crossing panel welds. As work begins, a final site walk with the track inspector and the DGMSTC will take place to discuss safety, schedules, and procedures. The track foreman will provide an initial job-briefing to all involved personnel. This will provide them with information and reminders of track-protection, escape routes, site hazards, obstructions, and correct operating procedures.
- Operators will have prepared and rechecked their equipment, checking for and repairing loose bolts, leaks, low fluid levels, clean filters, and general running condition. They will also check surrounding conditions that may cause deviation from standard procedures or signals and discuss them with the ground crews and supervisor. An operator may be called upon to remove the crossing panels with any of



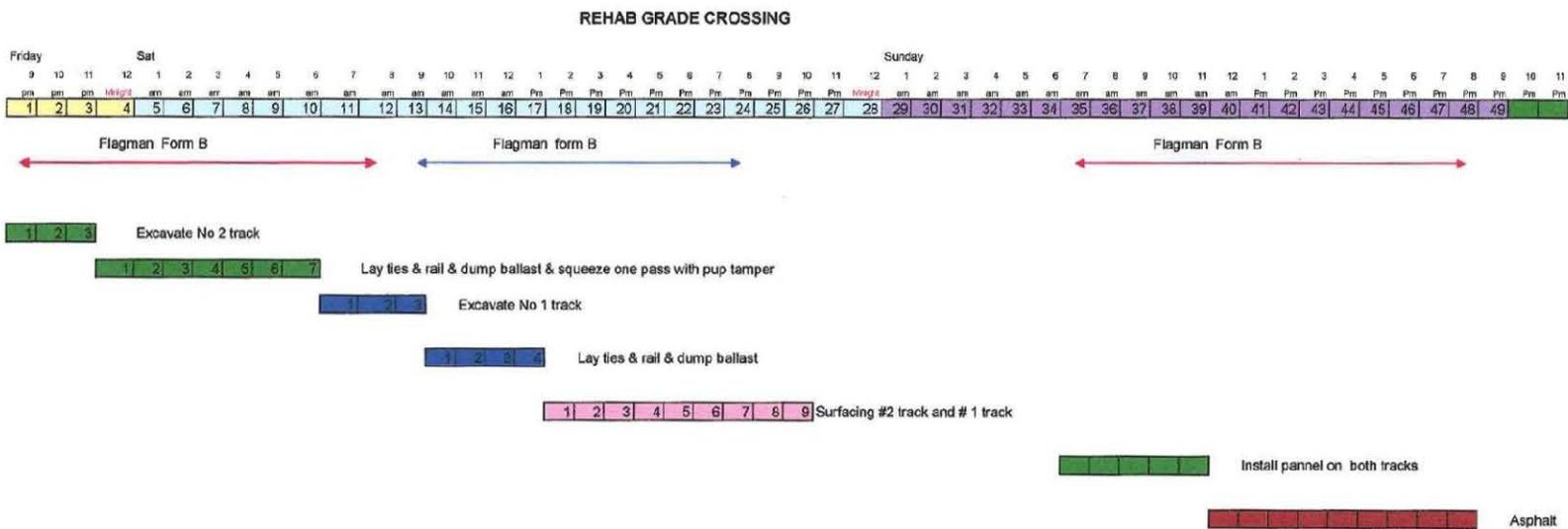
a number of equipment types – boom truck, speedswing, loader, or backhoe, all of which will be properly outfitted. He/she will then begin operating track equipment to begin surfacing procedures – hirail dump trucks, surfacing tampers, chase tamper, ballast regulators, ballast compactors and others. Once track is back to proper surface and alignment the crew will reassemble the crossing panels and begin the necessary cleanup procedures.

- Track welders will have been scheduled later and been given an additional job briefing. They would provide supervision and track-protection for subcontracted paving and trucking crews. At this time they would begin final thermite welding of rail if replaced, welding steel framed concrete panels and all other final track maintenance necessary.
- The track inspector would then perform a final inspection of the track and job site, and then release it for train movement once all personnel, equipment, and supporting departments are clear. The inspector would then provide the DGMMOW with all documentation, including before and after pictures of the project that would then be forwarded to JPB.

Table 4.e.4 below illustrates TASI's timeline and allocation of personnel for this task of Rehab Grade Crossing.



Table 4.e.4 Rehab Grade Crossing





Allocation of Personnel

The labor-hour allocation of key personnel to the project by specific task shown as **Table 4.e.5** below.

Table 4.e.5 Allocation of MOW Personnel

	<u>DGM</u> <u>MOW</u>	<u>Sup</u> <u>Track/</u> <u>struct</u> <u>ures</u>	<u>Sup</u> <u>C&S</u>	<u>Track</u> <u>Inspecto</u> <u>r</u>	<u>Track</u> <u>Forema</u> <u>n</u>	<u>Trac</u> <u>k</u> <u>Wel</u> <u>der</u>	<u>Invent</u> <u>ory</u> <u>Control</u> <u>Spec</u>	<u>Structur</u> <u>es</u> <u>Forema</u> <u>n</u>	<u>Supervis</u> <u>or of</u> <u>Right of</u> <u>Way</u> <u>Clean-</u> <u>up</u>
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1- Inspections

Visual Track Inspections	5%	30%		40%	10%	5%			
Structures / C&S Inspections	5%		40%	5%				30%	
Rail Flaw Inspections	5%	5%		5%	2%				
Geometry Inspections	5%	5%		10%	2%				
Special Inspections	5%	5%		5%	5%	5%	5%	5%	



Supplementary Inspections and Repairs	5%	5%	5%	5%	16%	10%	10%	5%
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2- Remedial Actions

	5%	5%	5%	10%	20%	10%		10%
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3- Preventive Maintenance Operations

a - Track Maintenance Operations

Welding and Grinding	5%	5%		1%	5%	30%	10%	
Surfacing and Tie Replacement	5%	5%		2%	10%	10%	10%	
Right of Way Clean-up	5%			2%	5%			100%



Production Track Grinding	5%	5%		2%	2%	5%			
Flange Lubricators	5%	5%		4%	5%	5%	10%		
Switch Inspection and Repair	5%	5%		4%	10%	15%			
Road Crossings	5%	5%	15%	3%	5%	5%	10%		

b - Structures Preventive Maintenance

Steel Structures	5%		10%				10%	10%	
Concrete Structures	5%		10%				10%	10%	
Timber Structures	5%		10%				10%	10%	
Buildings	3%						5%	10%	
Culverts	2%	5%					5%	10%	



c- Vegetation Control

Herbicide Application	5%	5%	5%	2%					
Manual or Mechanical removal	5%	5%			3%		5%		
	100%	100%	100%	100%	100%	100%	100%	100%	100%





Signal and Communications Maintenance

TASI's signal maintenance team is experienced and capable in all aspects of maintaining railroad signaling and communications systems.

The service and maintenance requirements of the Caltrain Service necessitate a full-time staff of well-trained, experienced signal maintenance and supervisory personnel. These employees must be motivated self-starters, capable of performing the mandated inspections and maintenance tasks in compliance with FRA regulations and the maintenance standards of the JPB-TASI contract. In addition to working a scheduled 40-hour week, signal maintenance personnel will be on 24-hour call and will respond to all emergency service needs.

TASI personnel will provide the ongoing maintenance, repair, testing, inspection, and reporting/documentation for all aspects of the signal and communications systems, including but not limited to: the train dispatching control system, highway grade crossings, wayside signals, interlockings, switch machines, data and voice transmission devices, fiber optics, telephones, public address systems, CCTV, generators, and UPS systems.

In addition, TASI is prepared and trained for the upgrades to these systems that JPB is planning for the future of the JPB system. TASI has been the prime contractor on numerous similar types of system upgrades under in-service conditions.

As part of the upgrading process, our signal and communications maintenance team will work closely with construction forces performing capital projects. When requested by JPB, they will assist construction contractors in support activities, cut-over, testing, inspections, modifications, and repair tasks. Personnel will be made available to support and fully cooperate with agency or regulatory personnel in conducting any tests, inspections, or investigations that may be required of the installed systems.

TASI signal and communications maintenance personnel will be trained, capable of demonstrating proficiency in their assigned duties and responsibilities and subject to TASI's 49 CFR Part 219 Drug and Alcohol testing program, for those employees that fall under TASI's 49 CFR Part 228 Hours of Service.

Signal Maintenance

Under TASI's current maintenance program, the system is divided into subdivisions, which are further divided into several maintenance territories, containing highway grade crossings, associated track circuits, commercial power, electric power switches, and signal control points encompassing a variety of the signal industries signal equipment, from electrical to advanced electronics. An experienced signal maintainer, who is fully familiar with the area, is assigned to each territory, and headquartered at a wayside facility





within the subdivision. Initially, these assignments will remain with the current maintainer continuing his/her duties, pending review by Caltrain and TASI management. Each maintainer will continue to be assigned a fully stocked and tooled radio equipped utility body truck (provided by authority), which will serve as his principal place of work.

Each signal maintainer will be responsible for the inspection, maintenance, minor repairs, and emergency response requirements within his assigned territory and will comply with all FRA, PUC, and JPB maintenance and documentation requirements. Additionally, each maintainer will provide backup emergency response and assistance to other maintainers or signal crews as required.

A small amount of commonly used replacement materials such as lamps, lens, fuses, resistors, terminals, etc., along with extra-ordinary spare equipment such as gate arms, will be stored on each of the maintainer's trucks to facilitate a rapid response to emergencies and failures.

Communications Maintenance

All radio and communications systems maintenance and repairs will be performed under the direct supervision and coordination of the division engineer, communication and signals, who will have overall responsibility for all communications maintenance activities under the contract.

TASI will oversee the scheduled maintenance and repairs to the radio system currently in use by JPB, which consist of microwave, UHF, VHF, and ATCS radios. This will include regular scheduled maintenance, programming, and reprogramming, as well as scheduled maintenance of the various remote sites. Additionally, TASI will oversee technical services, scheduled maintenance, and repairs of various electronic components of the communication system, using qualified general communications technicians. This will include the plant telephone, public address and speakers, visual message signs (VMS), and all related passenger amenities in the passenger platform area.

Electronic technicians will be provided the necessary vehicles, tools, and equipment, for the proper maintenance, repairs, modifications, and additions to the vast communication network of Central Control Facility, signal control points, telephone networks, mobile radios, etc.

Emergency Response

All signal and communication maintenance personnel will be provided with radio/telephones to facilitate daily contact as well as response to emergencies and failures. An on-call duty roster will be used to provide for the availability of adequate signal and communication maintainers at all off-hours and weekends.

Repair Crews

Separate repair work crews will be established to perform the extraordinary, capital, signal maintenance repair, and replacement work. These repair crews will assist and/or be responsible for the repair, removal, and/or replacement of cable and track wire, crossing flasher knock-downs, removal of equipment on abandoned lines, change-out of cases, gate assemblies, flasher assemblies, switches, and other major non-emergency repairs required which are beyond the ability of a single maintainer.

Procurement of Signal and Communications Material

The material manager will oversee material procurement service. TASI has a number of long-term relationships with all of the major manufacturers of signal and communication equipment, and will



continue these relationships through TASI. Additionally, through both local and national distributors and stocking wholesalers, TASI has access to a large assortment of material, parts, and consumables that are unique to rail signal and communication installation.

Training Programs for Signal Maintenance Personnel

TASI will oversee a comprehensive training program covering all aspects of the JPB signal system. The training format is modular in design, which provides a flexible program that can be tailored to the training needs of both experienced and new maintenance employees. Maintenance training includes an overview of the signal system with emphasis on proper maintenance of field equipment and troubleshooting techniques. Training sessions are taught in a classroom environment with training manuals provided for each student, in conjunction with lectures and hands-on techniques whenever possible. Field trips provide an added dimension of actual in-service equipment training. Each training session includes a test to evaluate the student's understanding and retention of the skills needed to operate and properly maintain the covered system or equipment. In the event that a student receives a failing grade, he/she is provided an opportunity to review the subject and be re-tested. Assessment of classroom training, field evaluation, and verbal testing are then reviewed to ascertain if the individual is acceptable for continued employment. After each training session, follow-up field training and assessment is conducted by a TASI signal training officer, allowing for reinforcement of training procedures and attention to any immediate field concerns. As required by JPB, anyone who fails to successfully complete any training will be removed from employment.

Included in the training format are all FRA and CPUC regulations applicable to reporting, maintenance, inspection and testing of the signal system and/or any work related to railway safety.

Title 49 CFR Part 213 – Track Safety Standards

TASI employees receive training and qualification under Subpart A, Section 213.7 (Designation of Qualified Persons to Supervise Certain Renewals and Inspect Track), paragraph (c). A re-examination must occur within two (2) years of prior examination for qualification.

Title 49 CFR Part 214 – Railroad Workplace Safety

TASI will ensure that signal maintenance employees receive training and qualifications annually as roadway worker, lone worker, employee in charge, watchman/lookout and/or machine operator, dependent upon their job description.



Station and Facilities Plan

The JPB, in cooperation with the local municipalities, have designed facilities that enhance the beauty of the surrounding community while also preserving the historical significance of certain areas. TASI will work hard to assure that the beauty and architectural significance of these stations and facilities are preserved and properly-maintained. Maintenance of the stations and facilities is crucial both to customer satisfaction and public health, in addition to employee health and worker productivity. And, with proper maintenance, the life of facility components may certainly be extended.



TASI will demand a high level of cleanliness at each facility. To do so, every facility will have custom-tailored cleaning plans consisting of work orders. Work orders will compile specific tasks to be completed at pre-determined intervals, and will undergo regular review to measure their effectiveness. Station cleaning personnel will be routinely rotated to ensure that workers are not simply completing the work that they “prefer” to do. Supervisors, assisted by engineers and trainmen, will identify and eradicate graffiti and identify safety issues at each station.

Frequent visual inspections of the stations will be conducted and any defects and/or substandard conditions encountered will be responded to immediately through a computerized system capable of generating immediate work orders to correct the deficient condition. Work orders are then sent to our maintenance teams for execution. Since most station maintenance personnel will already be out on the Service Property, these alerts will frequently lead to the immediate completion of work orders.

Station and parking lot cleaning, in addition to landscape maintenance, will be subcontracted to Perfection Sweeping Services, Inc., a California-certified WBE Perfection Sweeping Services, Inc. will in turn subcontract the janitorial and trash removal to Frank and Grossman, a California-certified DBE. Together these companies have the experience and qualifications to improve the current conditions and to provide a pleasant experience to passengers, and in turn enhance customer service. Perfection Sweeping Services, Inc. and Frank and Grossman will perform the required services listed below:

Buildings

TASI will take great care and pride in recognizing the historical significance of station buildings. In order to maintain these structures in a state of good repair, we will preserve the exterior finishes by pressure washing and painting, pursuant to the following recommended schedule:

- Station buildings will be pressure washed semi-annually.



- Station buildings will be professionally painted approximately every five (5) years. JPB will determine the painting schedule. Painting will include preparation work, correction of dry rot, gutter repair/replacement and painting, and professional cleanup to JPB's satisfaction.

Shelter and Waiting Area Maintenance

Passenger shelters and platform waiting areas are important areas to keep clean to enhance customer satisfaction. It is imperative that these areas are pristine and sanitary *on a daily basis*. Passengers dressed for business or schools deserve a clean shelter and/or waiting area to sit and relax in.

All shelter and waiting areas will be randomly evaluated to better serve the cleanliness needs of our customers at high-traffic boarding times. Cleaning procedures will include but not be limited to:

- Station shelters (including TMV shelters) and waiting areas are to be maintained in a safe and sanitary condition at all times. Unusual or extreme situations will be corrected immediately.
- Floor and wall areas will be pressure washed daily. Excess water will be removed to prevent slipping hazards. Pressure washing will be done during non-peak commuter hours of 9:00 a.m. to 3 p.m. or 12:00 a.m. to 5:00 a.m.
- Seating will be wiped down, glass will be area and spot cleaned, and litter removed.
- Entire shelter will be pressure washed, gutters cleaned, and all glass cleaned, inside and out, monthly.
- For outside waiting areas, cement/asphalt surfaces will be pressure sprayed and seating wiped down daily or as needed.
- Damaged shelters or seating areas will be repaired. Same day emergency repair will be arranged if determined necessary by TASI or the JPB.

Platforms, Crosswalks and Rail Track Areas

Platforms and crosswalks are critical to the safety and functionality of the station. Traffic flow within the station can be easily upset if trash or spills force passengers to divert. TASI will ensure:

- Platforms and crosswalks will be kept clean and free of litter, spilled food, and other debris. This service will be performed daily.
- Track areas in the stations will be kept free of litter, paper, cigarette butts, and other debris.
- Existing platform striping and painted instructions will be properly maintained.
- Platforms and crosswalks will be kept in a state of good repair. Asphalt or concrete surface failure will be corrected as soon as disclosed.
- All center track fencing, parking lot fencing, and platform fencing will be maintained and inspected daily. Due to the safety importance of center track fencing, repairs will be made to center-track fencing within 24 hours of TASI becoming aware of a defective condition. All other fencing will be repaired within 72 hours after TASI becomes aware of the defective condition.



Parking Lots

Parking lots will be maintained in a state of good repair with an emphasis on those components essential to security and ADA compliance. TASI will:

- Power sweep each lot on the weekend or between the hours of 11:00 p.m. and 5:00 a.m. on weekdays. Special care will be taken to clean areas between wheel stops and curbs.
- Patch potholes as necessary or as instructed by the JPB.
- Professionally restripe parking lots every two (2) years with a medium-grade traffic paint (two coats).
- Slurry seal all parking lots once every five (5) years with a medium grade slurry product and prepare a slurry seal and painting program for the station parking lots for JPB approval.
- Ensure that all storm water catch basins and outflow lines are clean and operating. Rod out as necessary.
- Remove abandoned shopping carts from station area immediately.
- Keep area across from the platforms weed and litter free.

Janitorial

TASI's subcontractor will furnish all labor, tools, materials, and equipment necessary to perform required janitorial services. This includes all restroom paper supplies, seat covers, toilet paper, paper towels, and feminine hygiene products. TASI understands the critical need for sanitary restrooms and facilities. Janitorial activities will include:

- Public/employee restrooms are at a minimum to be cleaned and serviced at the end of each day they are open and available for public use;
- Replenish restroom paper supplies;
- Clean and sanitize sinks, toilets, and urinals;
- Damp mop floors;
- Spot clean walls and remove graffiti;
- Clean mirrors;
- Fill soap dispensers;
- Empty trash containers and install new plastic bags;
- Clean all fixtures;
- Deep cleaning of public/employee restrooms will be performed monthly including:
 - Scrub, disinfect and wax restroom floors;
 - Wash down and disinfect walls, partitions, and doors.

Public waiting areas (interior and exterior) are to be cleaned and serviced at the end of each day they are open and available for public use. TASI will perform the following:



- Sweep floor, spot clean with damp mop as necessary;
- Wipe down benches with damp cloth;
- Wipe down and disinfect all phones;
- Remove graffiti;
- Empty trash receptacles and ashtrays, install new liners, and clean top of trash receptacles;
- Clean drinking fountain;
- Cleanup spills and bird droppings;
- Deep cleaning of public waiting areas will be performed monthly, including:
 - Scrub, strip, and wax floor (interior only);
 - Wash walls and doors;
 - Wash windows in and out;
 - Clean window blinds if installed (interior only).

Landscaping

The design intent of the station structures are complimented by the surrounding landscaping. Well-manicured greenery and trees create an aesthetically pleasing environment that enhances the community. TASI understands the importance of tree maintenance, to promote healthy growth and prevent wind damage. TASI believes that trees are to be fed appropriate supplements to assist with pest control and prevent disease. Landscaping activities will include:

Trees & Hedges:

- Clippings and replaced stock are to be removed from site.
- Trim hedges and shrubs quarterly (January, April, July, October).
- Trim trees semi-annually (April and October) to avoid top-heavy conditions, blockage of sips, and line-of-sight restrictions.
- Remove dead or diseased hedges and shrubs and replace with equal to five (5) gallon size.
- Remove dead or diseased trees and replace with equal to five (5) gallon size.
- Replace missing trees in planter areas (including tree line adjacent to platforms) with equal to fifteen-gallon size.

Grass Areas:

- Fertilize grass areas twice a year (December and May) and cut weekly; includes edging and trimming around sprinkler heads.
- Clippings are to be removed from site.
- Dead or diseased areas are to be replanted with sod.
- Keep all lawn areas free of burrowing rodents.



Ground Cover Areas:

- Ground cover (ivy, ice plant, etc.) is to be trimmed twice a year (January and June).
- Includes trimming at edges and around sprinkler heads.
- Clippings will be removed from site.

Sprinkler Systems:

- Dead or diseased areas or dirt areas intended for ground cover are to be replanted and maintained.
- Sprinkler systems are to be kept in good repair with all heads operating.
- Inspect sprinkler system weekly and adjust as necessary.
- Add heads as necessary to water grass, ground cover, shrubs, hedges, trees and flowers.
- Adjust sprinkler system timers to minimize water use during the rainy season.

Planted Areas:

- Plant annuals in designated areas quarterly (January, April, July, October).
- Flowers planted must be in season for the next quarter.
- Keep all planted areas weed free; weed removal must be performed at least monthly; pre-emergent weed spray will be applied in the spring.
- Keep all planted areas free of paper and litter and other debris daily.
- All landscape personnel will be RWP trained and wear safety glasses, hard hats, and safety vests.
- Trash Removal.

Recycling trash is a statement of commitment to community, country and earth. TASI believes that our environment is sacred and warrants protection. TASI is committed to ensuring that proper containers are placed in stations where passengers can act responsibly and place recyclables in the appropriate containers. TASI's trash removal program will include:

- Empty all trash containers daily or twice daily as conditions require. Remove trash from Station.
- Keep trash containers in good condition and replace damaged containers as necessary.
- Wipe down covers and lid of trash containers daily to keep them in a clean and sanitary condition.
- Add JPB standard or approved equivalent trash containers as requested by the JPB to serve the needs of each station.
- Monitor all recycling containers. Notify recycled waste collection provider to empty as necessary. Add recycling services as requested by JPB.

Painting

TASI believes that good station maintenance is a continuous effort. TASI will ensure that the integrity of the original finishes on structures remains consistent with design intent. Traffic lines and lanes will



remain clearly marked. All striping and curb identification will remain highly visible. All painting will be completed in accordance with JPB. This would include both interior and exterior painting. Preparation of the surfaces to be painted is key to the prevention of wasted time and product.

- TASI will paint over graffiti as necessary.
- Unless otherwise directed by JPB, TASI will match existing color for any new painting.

Plumbing

Occasionally, stations experience a plumbing problem of a magnitude that maintenance personnel must immediately respond to reestablish service, eliminate a hazard, or assure the continuation of uninterrupted services to our major facilities. Because of the emergency nature of this type of work, and because plumbing repairs typically involve flooding or require troubleshooting of an unknown problem, TASI will **also** have an “on-call” emergency plumbing contractor for support.

- TASI will perform maintenance and/or replacement of toilets, urinals, sinks, drinking fountains, sump pumps, and related plumbing equipment and fixtures.
- All clean outs will be rodded out quarterly (January, April, July and October).
- Storm water catch basins and outflow lines will be maintained and routed out as necessary.
- TASI will snake clogged sewer lines as necessary.

Locksmith Services

TASI believes that the security of facilities protects personnel and assets. The use of good quality locksets and hardware provide integrity to the overall security of facilities and acts as a physical deterrent to unwanted intruders. TASI will maintain the existing Medeco Biaxial high-security system, supply keys, provide copies of inventory upon request, and contract or supply locksmith services as required.

TASI will maintain a padlock system for equipment and utility boxes at stations and for the right-of-way. Locks and keys will be furnished by TASI. Copies of keys will be available to JPB.

Glass

In some instances, broken glass will present a safety hazard to the public. If the broken glass is in a station or facility window, there is also a security breach in this location. TASI believes that this is a situation that warrants immediate attention, first and foremost, to preserve public safety. TASI will immediately respond to the situation to eliminate the hazard. If possible maintenance personnel will perform a temporary repair that will serve to protect property and prevent intrusion. Because of the emergency nature of this type of work, and the varying size and scope of fixtures, TASI will *also* have an “on-call” emergency glass repair contractor for support.

- TASI will be responsible for replacement of glass in station buildings and shelters.
- Broken glass will be replaced by the end of the next business day following notice to/by TASI. TASI will take necessary steps to board up windows, or otherwise protect station property and the public safety, when windows are broken.
- All etched glass and Plexiglass will be replaced upon request of the JPB. This includes restroom mirrors.



Pest Control/Pigeon Control

From time-to-time various facilities owned or operated by JPB are used by birds as nesting areas. This results in unsanitary conditions. TASI believes that it is in the public interest to relocate this nuisance by the complete removal of all birds, nests, eggs, etc. from the facilities. All work in public facilities is to be done at times and with methods considering the sensitivity of our passengers and the public, in a way to avoid public controversy as much as is practical. TASI will:

- Provide monthly pest control;
- Provide avian control services as needed;
- Clean pigeon droppings at San Francisco Station every 12 months or sooner;
- Inspect netting at Lawrence Station and conduct repairs immediately;
- Provide additional support for South San Francisco (under Grand Avenue);
- Remove dead birds immediately upon notification.

Electrical

TASI knows that occasionally stations experience an electrical problem that requires an immediate response to reestablish electrical service, eliminate an electrical hazard, or assure the continuation of uninterrupted electrical service. Because of the emergency nature of this type of work, and because electrical repairs typically require troubleshooting of an unknown problem, TASI will *also* have an “on-call” electrical contractor. TASI activities in this regard will also include:

- Performing pro-active general maintenance, repair and replacement of electrical equipment and systems at all stations, including rewiring and retrenching, as necessary.
- Conducting annual inspections of station electrical systems to include platforms, buildings and parking lots.

Graffiti

Public transportation stations are high-use, high occupancy facilities. Frequently, they become targets for graffiti. Graffiti in transit operations can have an adverse affect on station appearance, leaving the commuter with a less than desirable experience regardless of station cleanliness or safety. TASI feels that graffiti takes a lot from the community and needs to be addressed proactively and with a sense of urgency. TASI will remove graffiti within 48 hours of notification of its existence and location. TASI believes in proactively utilizing sacrificial coatings that inhibit graffiti or facilitate an easy removal.

General Contracting

TASI has a skilled team of craftsmen who are qualified in a number of trades. However there are events that occur that could fall outside the skill sets of the maintenance team. TASI will have an “on-call” general contractor with advanced skills in carpentry, roofing, and sheet metal fabrication. This will assist in conducting expedient repairs in spite of the necessity for advanced skills in a particular area of expertise. These repairs may include:

- Door and window replacement;
- Roofing and structure leaks;



- Miscellaneous carpentry.

Signage and Signboards

TASI knows that the best way to keep passengers informed at the stations is via the signage and signboards. TASI is careful to remove graffiti and grime from signage with environmentally-friendly detergents that do not affect the visual intent of the sign. Our maintenance efforts in this regard will include:

- All signs in the station area will be washed and wiped clean monthly.
- Illuminated signs will be kept in good working condition.
- Signs damaged by vandals or automobiles will to be replaced within one (1) week.

Lighting

Station and parking lot security depends on adequate exterior lighting. TASI knows the importance of functioning timers and controls to provide safe and secure stations while saving energy costs during non-service hours. TASI can assist the JPB in having lighting assessments completed. This could identify potential energy-efficient bulbs and fixtures that would be compliant with local light abatement programs. TASI will also:

- Be responsible for lighting maintenance, replacement and repair. This includes all parking lot lights, and interior and exterior station lights (including TVM shelters). TASI will furnish all lamps.
- Respond within two (2) days to replace lights in non-emergency cases. Lighting in/around TVM shelters will be replaced as soon as possible after notice by JPB or TASI, but not more than 24 hours after such notice.
- Maintain all timers and sensors in good operating condition so that lighting is available from sunset to sunrise. Lower light levels during non-service hours will be maintained if the station is suitably wired.
- Repair or replace lamps as necessary or when requested by the JPB to maintain public safety standards. Emergency conditions will be corrected immediately.

Heating

TASI will be responsible for the maintenance, repair and replacement of the heating and ventilation systems of station buildings. Units run more efficiently when air filtration systems are routinely changed and heating cycles evaluated. All heating appliances and equipment will be turned off in the spring unless otherwise mandated by JPB.

Fire Protection

TASI understands the critical nature of life-safety systems. Maintenance of these systems requires special qualifications and certifications to conform to regulatory requirements. TASI will subcontract these services to a nationally recognized, fire suppression contractor/monitoring company (Simplex-Grinnell) to perform the following:

- One (1) annual inspection of wet fire sprinkler system as required by the state of California, Title 19, Chapter 5, to include the inspection of:



- 100% visual inspection of all exposed and accessible fire sprinkler heads.
- Visual inspection of system gauges, hydraulic nameplates, hanger/seismic bracing, pipe and fittings, sprinkler heads, spare sprinklers, fire department connections, pressure regulating devices, control valve position, alarm valves, PIVs and backflow prevention assemblies.
- Listing all deficiencies that must be corrected to certify the system, including recalled sprinkler heads, if found.
- Submitting completed inspection reports.

Bike Lockers

Many commuters utilize the bike lockers at JPB stations to store and to secure their bicycles. Keeping the lockers and lock sets in a good state of repair is crucial to the success of the program. TASI will be responsible for the overall management of the bike locker program, including locker rentals/assignments, lapsed rental agreements and renewals, locker maintenance and monthly summary reports of bike locker activity and status in a format approved by JPB. TASI understands that the lockers at Gilroy and Tamien are to be maintained by the VTA. TASI will maintain the bike lockers by:

- Removing graffiti as required;
- Washing the lockers monthly;
- Implementing a system for the maintenance of locks and control of keys.

Public Address, Visual Messaging and other Communications Systems

Public address and information systems provide a vital customer service function by delivering important service-related messaging and information from the Operations Center to the individual stations. TASI's maintenance program for this function will assure that public address systems, visual messaging systems and clocks at stations will perform properly and will be repaired and/or replaced as necessary. Repairs/replacement of public address/visual messaging systems will be completed by the end of the next business day. Non-functioning clocks will be repaired or replaced as soon as possible, but in all cases within five (5) business days. TASI will also notify the appropriate telecommunications carrier/vendor of inoperative telephones at stations in a timely fashion.

Newsracks

TASI knows that newsracks can rapidly become eyesores if not maintained properly. Many vendors will overlook the condition of their vending appliance. For marketing purposes they are always placed in "best-view" locations and are often centered on the platform. TASI will implement and maintain a newsrack maintenance program adhering to the principles of Ordinance One of JPB.

Special Conditions for Individual Stations

San Francisco

TASI is going to *hit the ball out of the park* at this station. During our site visits we became familiar with some of the major problems with this facility. TASI wants to make a positive statement for the JPB and its commuters by addressing the major problems first.



For example, pigeon abatement and nest eradication will dramatically increase the cleanliness and positive appearance within the indoor arcade and the exterior canopies. Restrooms and public waiting areas will be maintained by TASI with an on-site janitor from 5 a.m. to 12 midnight on weekdays, 6 a.m. to 12 midnight on Saturdays, and 7 a.m. to 12 midnight on Sundays/holidays. An additional janitor will be on site for special events two (2) hours before the arrival of the first train and one (1) hour following the last train departure. TASI will provide a 24-hour emergency number with an on-site response time within two (2) hours.

- TASI will continuously and meticulously provide a high level of cleanliness and sanitary conditions.
- All restrooms will be cleaned, sanitized, and re-stocked at least five (5) times a day, seven (7) days a week.
- All door glass will be continuously kept free of fingerprints, smudges, and other dirt and debris.
- All station glass will be cleaned weekly.
- The concourse floor will be thoroughly cleaned, mopped and sanitized daily.
- The concourse floor will be kept dry during inclement weather and additional “Caution Slippery Surface” signs will be posted at all pedestrian entrances.

Bayshore

TASI will maintain the hillside north of the station with bi-weekly cleanup and monthly weed trimming.

Both elevators will be cleaned and disinfected twice per day, five (5) days per week. This will include mopping the floor and cleaning all of the glass and stainless steel.

South San Francisco

TASI will maintain the fenced area along the east side of the track and platform. The area will be kept free of litter and weeds.

San Mateo

TASI will maintain the 42-space parking lot on 2nd Avenue and B Street.

TASI will ensure that the palm trees remain healthy. TASI understands that elevator maintenance, security and all phone lines/equipment are the responsibilities of the city of San Mateo.

Hayward Park

TASI will mow weeds at least monthly and will keep the drainage ditch near the existing shelter free of debris. TASI understands that the bike lockers are the responsibility of the city of San Mateo. TASI will maintain current pigeon abatement and/or repellent or deterrent devices as necessary to eliminate perching on station building, in the plaza, on platform canopies and all other areas of public use, including employee areas throughout the facility.

Hillsdale

TASI will maintain the parking lots on both sides of Hillsdale as well as the lot on the east side of the tracks. TASI understands that the bike lockers are the responsibility of the city of San Mateo.

Belmont



TASI will provide a portable water source to maintain pressure washing on the platforms at this station.

TASI will clean and sanitize the elevator five (5) times per week. All stainless steel will be polished using a stainless steel cleaner/brightener. TASI will separately identify the costs of elevator maintenance for invoicing to the JPB. Elevator emergency response is handled by the Belmont Police department. TASI will provide them with the name of the servicing contractor. Graffiti removal will be the responsibility of the city of Belmont.

San Carlos

TASI will use approved removers for graffiti removal from the stone building and platform walls. All other graffiti removal is the responsibility of the city of San Carlos.

Redwood City

Unimproved area between Creek and James Street will be planted by the city. TASI will be responsible for maintenance and for cleaning the creek bed.

Platform cleanup includes the area behind Sequoia Station Shopping Center.

Trackway cleanup will extend from Jefferson Avenue to Broadway.

Bike lockers at Redwood City Station are located in the parking lot north of Broadway.

TASI will be responsible for all clock maintenance, repair and replacement.

Menlo Park

The historical shelter will be cleaned and disinfected. The landscaping on the west side will be maintained by TASI.

Palo Alto

TASI's responsibility does not include the station building used for ticket sales, restrooms, and waiting room.

All cleaning materials and substances will be recovered and not allowed to reach the storm drains.

Stanford

This is a skip stop station used for events at Stanford University. TASI will maintain the area free of debris and weeds at all times, including the ramps to Embarcadero Road.

TASI will operate lighting and open/close gates at this location for events served by Caltrain, as directed by JPB.

California Avenue

Station restrooms are used by VTA bus drivers who possess keys.

San Antonio

TASI will maintain pathways, access and drainage areas at this location. The pedestrian tunnel and graffiti removal is the responsibility of the City of Mountain View.

TASI will maintain the parking area in the adjacent condominium development.



Mountain View

Parking lot, landscaping, and parking lot lighting is maintained by the city of Mountain View. Platform maintenance and platform lighting will be the responsibility of TASI.

Lawrence

TASI believes this station could greatly benefit through enforcement of the pigeon abatement program, as we have already proposed for San Francisco Station. TASI believes that the shelters are becoming targets for the birds to nest in. Having pigeons in the shelters is an unhealthy environment for our commuters and needs to be prevented. Bird spikes on the lighting fixtures will be maintained to prevent roosting. Pigeon netting will be maintained above this station. Netting will be inspected weekly to ensure all bird access is eliminated. Repairs will be made immediately. Dead birds will be removed immediately upon notification.

Santa Clara

TASI's maintenance responsibility includes the parking lot across from the station. Station exterior or painting is the responsibility of tenant (South Bay Historical Railroad Society).

San Jose – Diridon

The scope of work at the San Jose-Diridon Station is extensive. It is utilized by JPB, Amtrak, ACE and Capitol Corridor customers, with additional new services anticipated. Due to the close proximity of the San Jose arena, commuter traffic on event nights is numerous and frequent, requiring additional services above and beyond what is expected. This is an excellent opportunity for TASI to raise the standard for station cleanliness and functionality.

TASI's responsibility includes all areas of station building (both floors), occupied areas of the old baggage area, all parking lots, train platforms, and tunnels. TASI understands that station parking lots are subject to a joint use agreement with the San Jose arena and will adjust management procedures accordingly. TASI will ensure that the tunnels will be inspected frequently and trash and litter removed. TASI will maintain restrooms and public waiting areas with an on-site janitor from 5 a.m. to 12 midnight, Monday through Friday, and 6:30 a.m. to 12 midnight, Saturday and Sunday. A second on-site staff member will be present for special events two (2) hours prior to departure of the first train and one (1) hour after the arrival of the last special train. TASI will provide 24-hour emergency phone numbers with an on-site response time of less than two (2) hours.

Tamien

Tamien Station is an attractive modern train facility with platforms, pedestrian tunnels, and decorative concrete that enhance the surrounding community. TASI will attend to avian control as it appears to be a problem requiring immediate attention. For example, pigeon control netting will be secured in a more permanent manner. TASI would also look to implement a sacrificial graffiti coating for all kiosks and glass appurtenances. TASI's program for this facility will include:

- Ensure that sump pumps are operating to keep the station from flooding during rainy season
- Maintain the station elevator and escalators
- Clean and sanitize elevators at least three (3) times per day; clean and sanitize handrails as needed; clean portable toilet at least once per day



- Steam clean metal shelter structure on platform twice yearly; touch-up paint on columns as necessary
- Remove graffiti on both facing concrete walls of bike path and from sound wall as necessary
- Maintain pigeon control netting
- Maintain and lock down rolling gates on the platform level and the concourse level during non-operating hours (usually midnight to 4:30 a.m. daily)
- Clean and restock restrooms at least two (2) times per day; doors (inside and out) will be cleaned and disinfected with each cleaning
- Maintain supply storeroom in a neat and orderly fashion. This room is used for storing maintenance items for this station, but TASI may be required to vacate upon 30-day notice.
- Remove all bike path lighting and graffiti on both walls, up and down, and north to south. A light gray color will be consistently used.
- Keep existing ticket booth free of graffiti, litter and any and all materials. All etched glass will be replaced at the request of the JPB.
- Maintain the glass overhang protruding from the walkway on the west side of Tamien Station to a high degree of cleanliness. All glass panels will be cleaned monthly and all upright columns will have graffiti removed within 24 hours after notification from JPB or by TASI personnel.

Gilroy

TASI is not responsible for maintaining the Gilroy Station building. TASI will provide a portable toilet at this station that will be cleaned and sanitized at least once per day. The breezeway will be cleaned and sanitized as needed.

This is a fee-free parking lot. Other JPB parking regulations are enforced. Both VTA and Greyhound buses have access to this station for loading and unloading. TASI will maintain the platform, lighting, and landscaping.

Summary

TASI is prepared to begin a comprehensive, effective program of station maintenance for the Caltrain stations immediately after the Service Date. We intend to utilize the surrounding communities to complete current and bi-annual customer satisfaction surveys to benchmark and improve our commuter experience at the stations. Our intent is to not utilize a “low-bid” contractor, rather a team of contractors that understand our mission and are willing to go the extra lengths to assist in its accomplishment. We enjoy preserving the design intent of the facilities and intend to maintain those facilities by replacing “like for like.” TASI will have “eyes everywhere” to assist in the supervision and execution of the cleaning plans for the stations. Our landscapers and mechanical contractors will also be charged with providing the same supervisory coverage for their teams. Since the commuter experience begins and ends at the stations, TASI will raise the standards of a clean and manicured appearance of the facilities. This will ensure a more satisfying commute for our customers.



Material Management Plan

Overview

One of the most important functions in a successful maintenance operation is the proper control of materials, both in its availability to efficiently maintain the JPB assets and in the control of costs. The major elements of an effective materials management program are procurement, materials planning, storehouse management and the control of material distribution to required locations in a timely manner. TASI is solidly experienced in the sound management of these areas based on our history at our complementary rail projects. Materials Management staffing will be lead by the Manager Material Control who will be supported by a Buyer and 5 Material Control Clerks.

The depth and experience available to support the Caltrain service material requirements will result in an easy transition and obtaining our objective of zero stock-outs, lowest possible cost, lowest inventory investment and near perfect inventory accuracy. TASI is uniquely qualified in this area and has a proven track record. Material management activities will be performed in compliance with JPB policies and procedures.

Materials Procurement

The procurement function will be managed with on-site personnel within our management team at the CEMOF facility. The procurement activity is the major cost control point in the materials department and its effectiveness is driven by the department's ability to accurately plan material requirements in advance of their requirements utilizing JPB approved vendors.

The focus of our procurement activity will be on price, quality of materials, and predictable supply. The ability to accurately predict material consumption allows the procurement function to place orders over longer periods of time with release dates tied to the consumption rate. Commitments made to suppliers over longer periods and the corresponding larger total order results in the ability to negotiate improved pricing and provides the predictability of a regular controlled supply. The source information of the accurate forecast of materials consumption is from the material planning function, which provides historical reports generated by the MMS computer software.

From a management information systems standpoint, the principal activities of the purchasing subsystem will be to provide the following features:

- Tracking of purchasing information related to reorder requests generated for parts under inventory control;
- Entry of purchasing information relating to non-stores requisitions originating in non-maintenance departments;
- Maintenance of purchasing information related to purchase orders, including the following:
 - Purchase order number;
 - Vendor/supplier name and address;
 - Date ordered;
 - Delivery address;
 - Payment terms;



- Tax and total order cost;
- Entry of receiving information related to items acquired through purchase orders including:
 - Date received;
 - Quantity received;
 - Condition at time of receipt;
 - Displays and reports concerning the status of purchase orders generated until all items are received and the purchase order closed out.

The MMS purchasing module furnishes the following reports:

- Purchase order status;
- Open purchase orders;
- Reorder action;
- Vendor history;
- Purchase history;
- Purchase orders received.

Materials Planning

Another extremely important function of the materials department is material planning. Material planning's primary responsibility is to never allow the successful operation and maintenance of the Caltrain service be compromised due to the lack of materials. That primary responsibility is balanced with the responsibility to maintain the lowest level of inventory practical. The material planning function informs the procurement function what is needed, when and how much. The most talented planner is intimately familiar with the assets and the requirements of the service. The planning function dictates the level of the inventory. Furthermore, TASI will dispose of any material designated by the JPB as scrap, surplus or obsolete with the proceeds returned to the JPB.

Store House

The only way to ensure there is never a stock out is to start with an accurate inventory. The primary responsibility of the materials function is to ensure the integrity and accuracy of the inventory and to interface with the services personnel in optimizing the ease at which maintenance materials are available so as to not disrupt or restrict the pace at which the work is performed.

A standard operation within TASI is its cycle count program for ensuring inventory accuracy. This practice is used at all of our locations and is highly successful in maintaining the highest possible accuracy. Additionally, it is our top priority to sustain a well-kept, professional appearance for all material stores to include those materials stored in the CEMOF or mini-inventory stores locations. TASI will conduct an annual inventory of all service materials through an independent third party contractor and report the results to the JPB.



Repair parts and materials issued from the stock house are properly accounted for by assigning them to a work order through the use of a material requisition authorized by the supervisor. For asset parts and supplies, the MMS inventory module provides records of parts inventory and usage to assist in the monitoring, control, and procurement of repair parts for assets and other maintenance related items. The system also maintains records for each line item of inventory as well as historical data pertaining to usage for spare parts. The information maintained for inventory items contains the following elements:

- Item number (stock identification number);
- Description;
- Default supplier and their part number;
- Classification (repair part, consumable, etc.);
- Location;
- Repair and return (quantity out, vendor, repair costs, etc.);
- Reorder points and quantities;
- Vendor files (includes their part number, price, last purchase);
- Item history (disbursements, physical inventory counts, receipts for repaired items);
- Balance on hand (quantity and value).

The MMS also sustains work order processing – a repair part is taken from inventory and charged to the work order and vehicle number. In addition, the system supports physical inventory in the following manner: generation of physical inventory sheets and cycle counts by location and records the physical inventory adjustments

The following practical reports are provided by the MMS inventory module:

- Inventory status;
- Physical inventory count sheets;
- Inventory usage;
- Inventory recommended reorder;
- Receipts;
- Inventory adjustments;
- Parts lists (by item number (stock number), vendor part number or description).

The MMS's reporting capabilities will allow TASI to provide the JPB consistent and accurate data for monthly, year-end accounting and reconciliation inventory report requirements.

Ensuring effective material control and disbursement, TASI will provide appropriate material control staffing at the CEMOF and Menlo Park locations to support Caltrain service requirements. Limited and controlled access will be provided to certain management and their designees for non-covered hours.



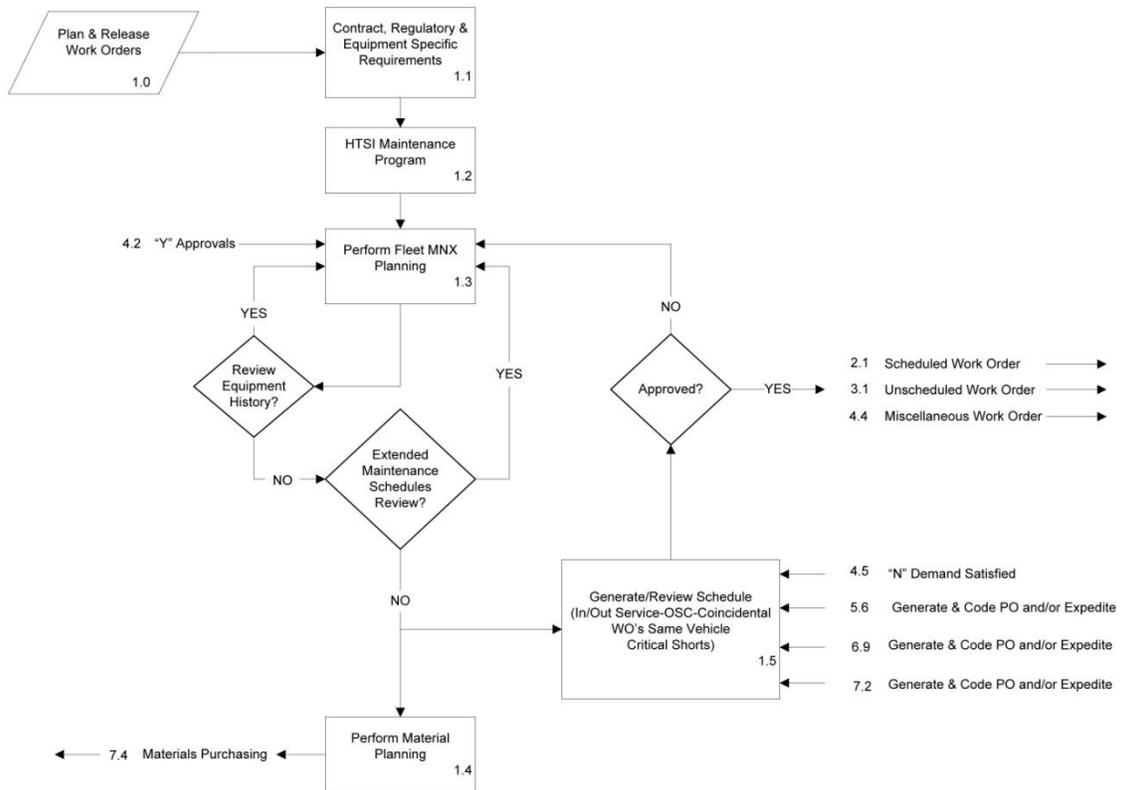
Warranty Administration

Warranty work orders and component usage are monitored by our MMS software in a segregated file system to accurately track said activities and associated costs. This function is primarily an administrative task which guidelines would be set in accordance with the JPB's requirements.

The following pages include TASI's business process analysis for our work order and materials process including BPA 5.0 Materials Issues, BPA 7.0 Materials Purchasing, BPA 8.0 Repair and Return and BPA 9.0 Receive Materials.

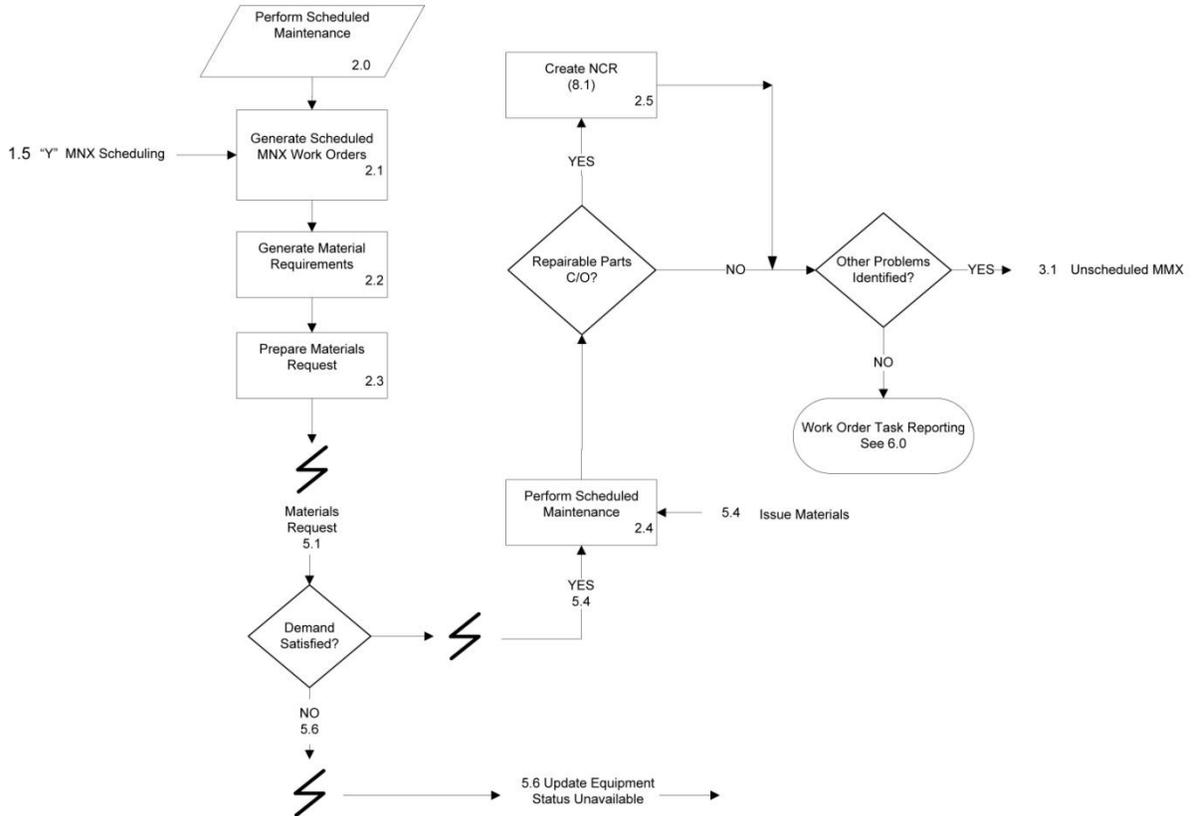


1.0 Plan & Release Work Orders



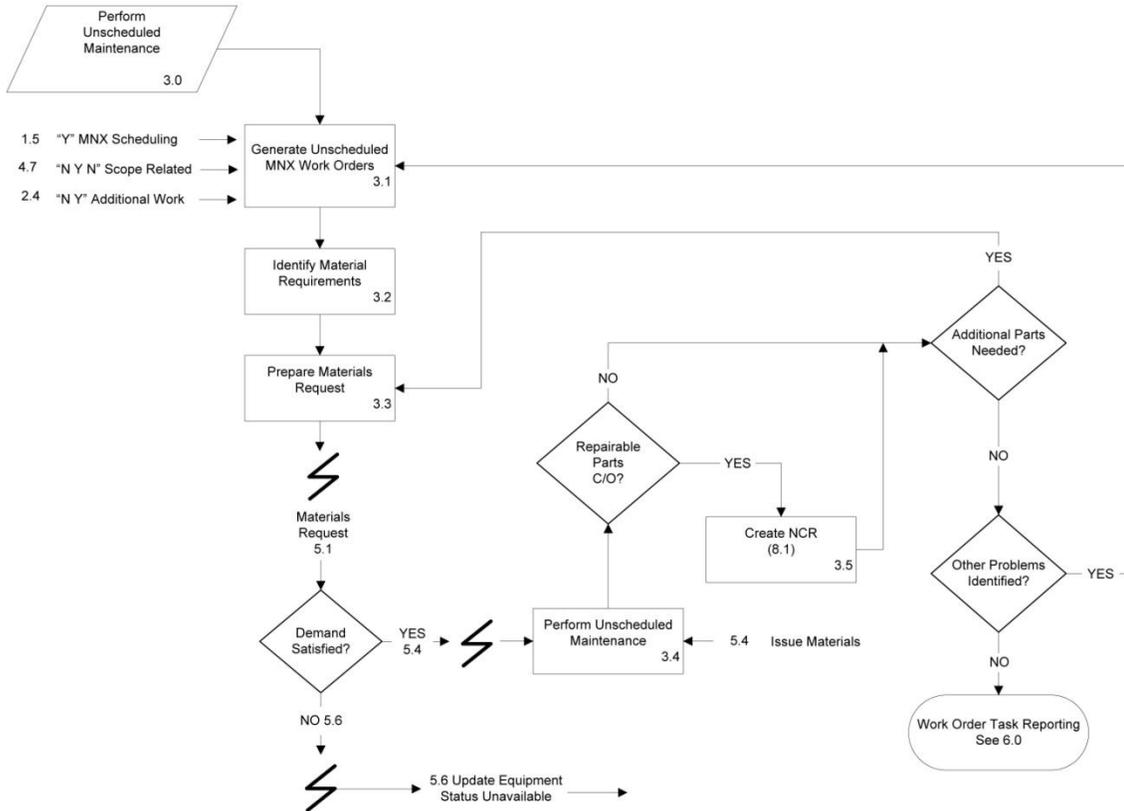


2.0 Perform Scheduled Maintenance



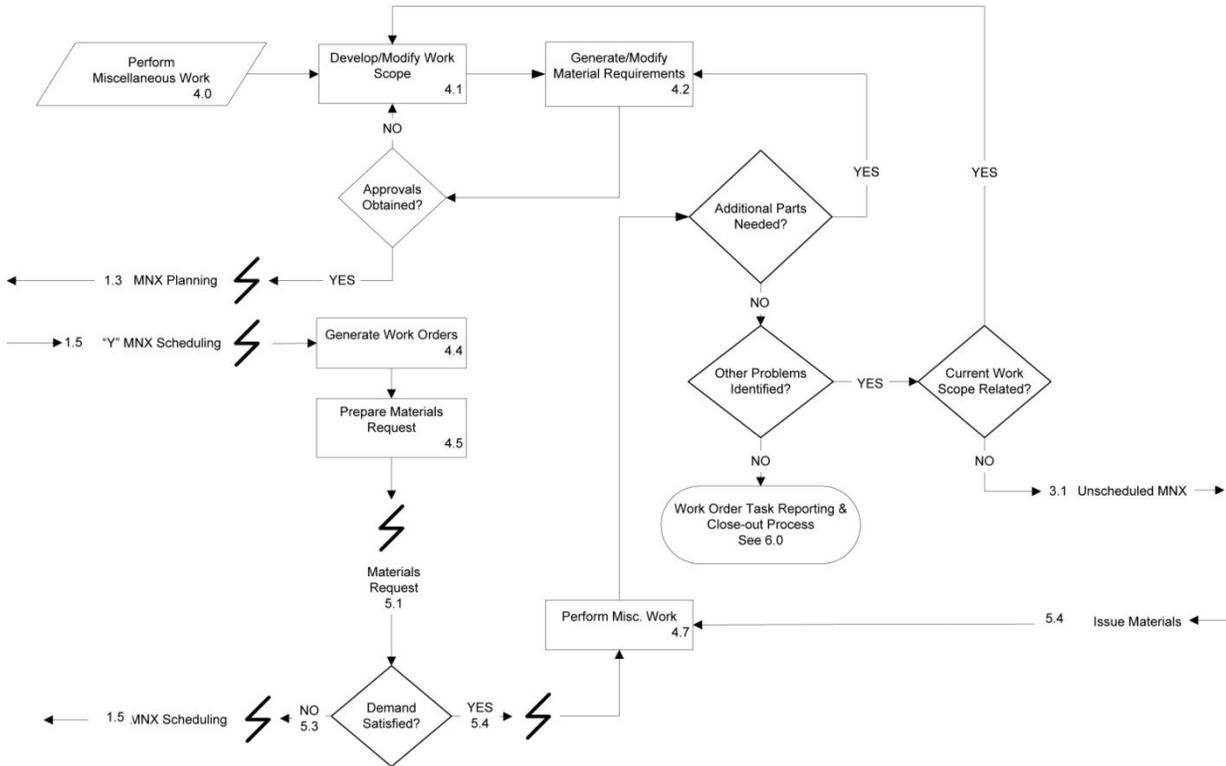


3.0 Perform Unscheduled Maintenance



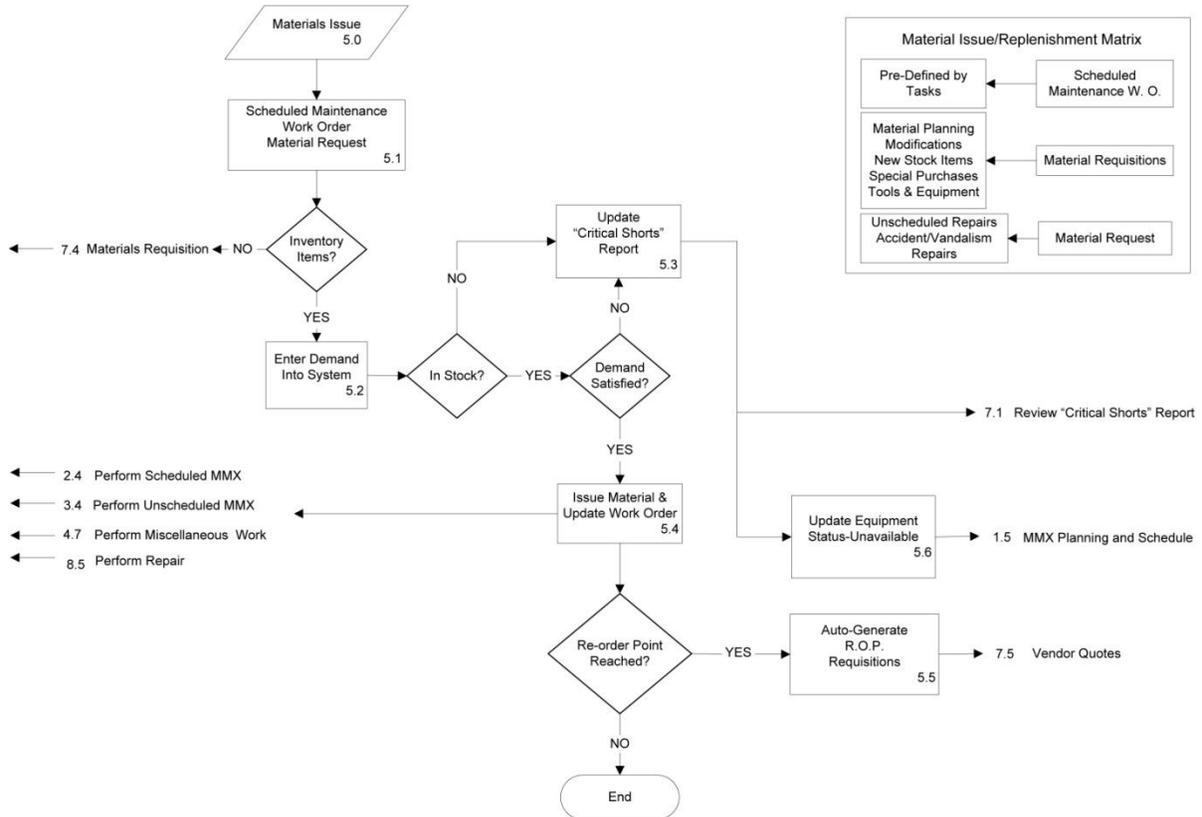


4.0 Perform Miscellaneous Work



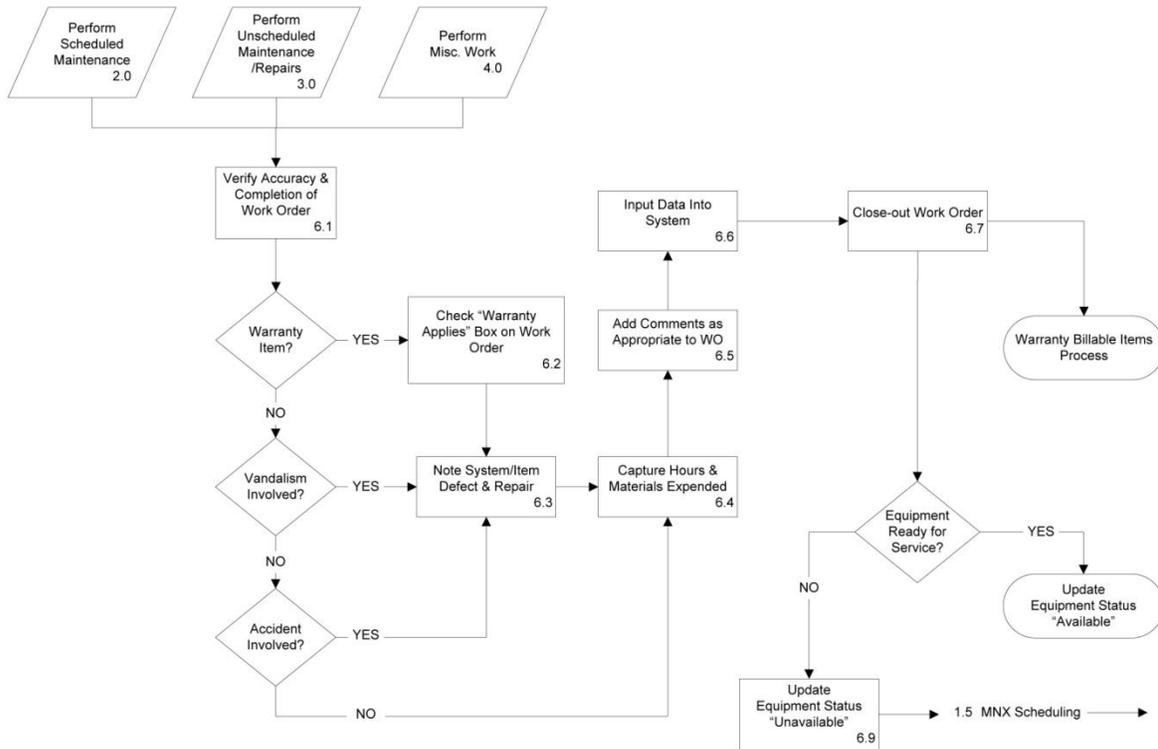


5.0 Materials Issue



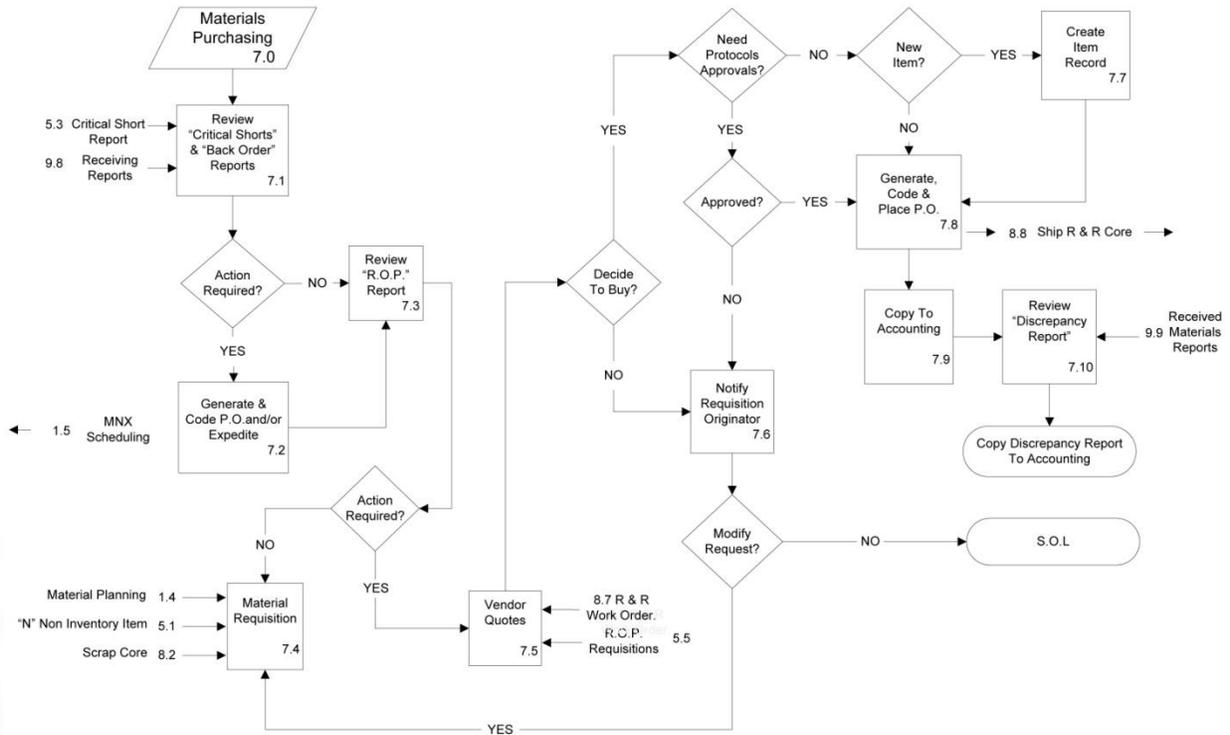


6.0 Work Order Task Reporting & Close-out Process



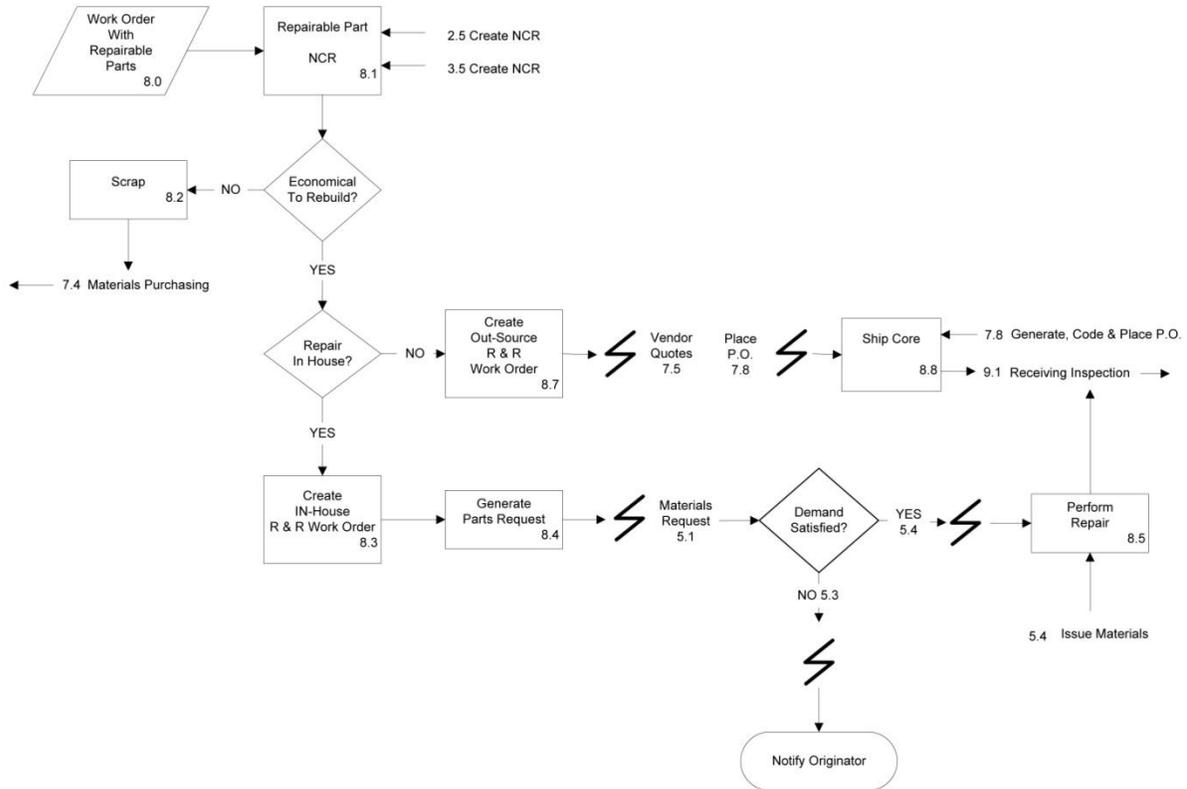


7.0 Materials Purchasing



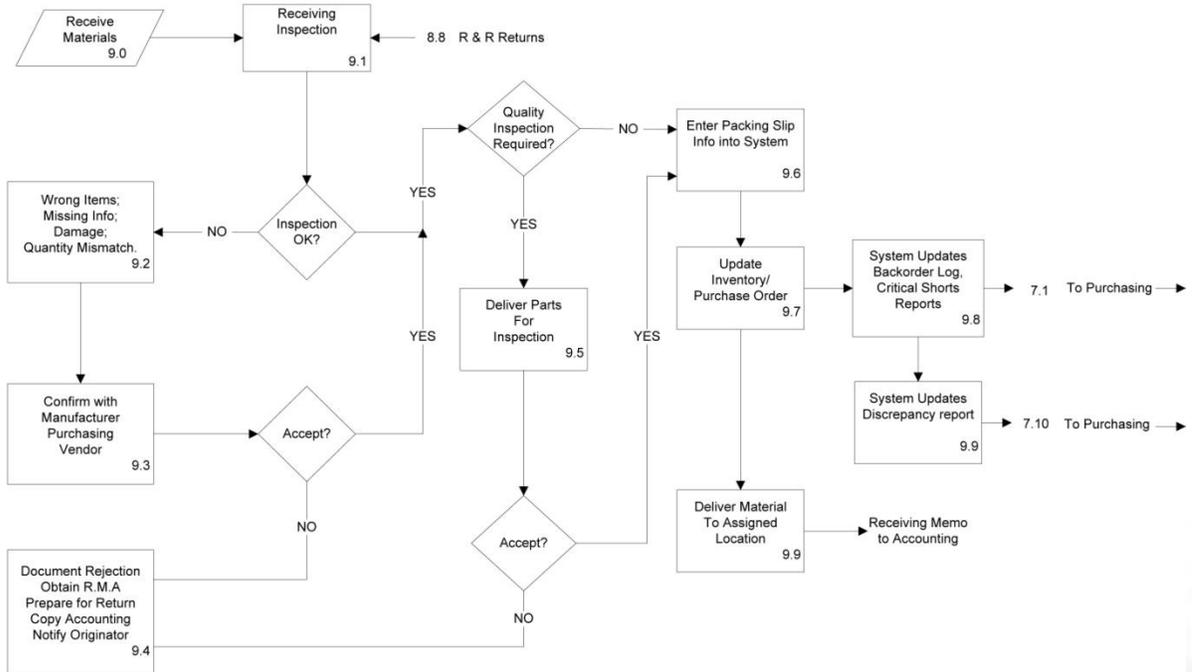


8.0 Repair and Return





9.0 Receive Materials



- * - R & R
- 1st Article Inspection
 - Warranty; Replace, exchange
 - Program Policy



Typical Day

The following is a narrative describing the TransitAmerica Team's activities during a typical 24 hour period on JPB's Caltrain Commuter Rail System, including personnel distribution, shifts and activities of employees in each functional responsibility.

Midnight to 0600

If scheduled, the Team's maintenance of way department will have surfacing, weed spraying, or other gangs at work on the JPB right of way taking advantage of overnight track usage windows during this time. Any maintenance of way work programmed will be carefully planned and supervised so as to guarantee return of the track section to service in time and in condition to prevent delays to trains.

Freight trains are servicing their customers on the JPB line. Movements of these local trains are dispatched by the Caltrain Train Dispatchers via CTC.

The twenty trains required for service, plus the maintenance spare, are positioned on their assigned tracks at the CEMOF, Gilroy, San Jose/Diridon Station, and San Francisco. Under the supervision of their manager, our maintenance and cleaning personnel are in the process of completing all daily inspections and cleaning/servicing of the Caltrain equipment. Any train repositioning or switching necessary will either have been done earlier by the Train crew prior to going off duty, or by the maintenance staff.,

At approximately 0400, the twenty trains required for service and the spare trains, maintenance activities and repairs withstanding, as service protection are fully inspected and prepared for service. Train Crews and the Roadforeman or Trainmaster, both of whom are qualified to cover any "no shows" of engineers and conductors, respectively, begin arriving for duty at the appropriate times. Transportation management checks in with the CCF to get briefed on the night's freight, MOW, C&S and station maintenance operations, reviews any new bulletins and/or notices preparing for the day's activities. As the Train Crews arrive, the supervisor verifies the fitness for duty of the employees and reviews the posted operating and safety rules of the week with them. The train personnel then begin their job/safety briefing reviewing the information and bulletins received from the Caltrain CCF necessary for the safe operation of their trains.

0600 to Noon

At 0601, the first train has arrived at the San Francisco Terminal and the train crew performs a quick trash sweep of the train while changing control ends of the train, performing the required brake and power checks, in preparation of the 0624 departure. All trains are running their scheduled trips with minimal layovers. While en route, Train Crews comply as required to GCOR operating rules, seeing to the safe movement of their train and passengers. Signal maintainers have gone on duty at various locations to begin their daily duties, are randomly given fitness for duty checks and are in position to support the operation in the event of signal difficulties. At approximately 0853 the trains begin returning to CEMOF to a "meet and greet" by maintenance personnel after completing their assigned rotations and deadheading from end termini. As train crews are relieved of duty, they review any issues with operations and maintenance staff for resolution. Train crews will complete and turn in their trip reports including unusual occurrences and any equipment faults or issues on the designated forms before leaving. Employee observations/operational tests that were performed by management are



documented with any failures immediately addressed. These tests are performed at various locations and times of day by the entire supervisory staff to ensure random, complete coverage of the operation and all employees governed by safety and operating rules. The AM maintainers, who respond to revenue service equipment related delays during the AM peak as required, are finishing up preventive and periodic equipment inspections prior to going off duty at 1400. The General Manager and his administrative staff arrives at the appropriate time and the day's business activities begin. Material ordering, timekeeping, report preparation, etc. are taking place. The General Manager consults with his various department heads on train and maintenance performance, rides trains and consults with JPB staff; visits field locations, etc. as necessary. The maintenance of way forces are performing their assigned tasks, which may include structures inspection and repair, culvert cleaning, vegetation control, ditching etc. If scheduled, the track inspector is communicating with the train dispatcher and hi-railing the territory performing inspections. If not responding to trouble calls, signal maintainers are inspecting crossing warning devices, switches in conjunction with the track inspector, etc. Trains not in service are being cleaned, inspected, and any equipment functional anomalies remedied.

At 0600 the day shift cleaner comes on duty. After performing facilities janitorial responsibilities, these employees perform midday layover equipment cleaning activities as the trains return from AM service and are spotted up in the facility ensuring our quality standards are met satisfying our customer's expectations.

Also at 0800, our Station Maintenance personnel will report for duty, collect their work orders and proceed to carry out planned servicing, inspections and required repairs at the stations. Upon arrival at the stations they will perform a quality inspection of the entire station area either spot correcting or reporting to management for resolution.

At 0900 the Landscaping Team will report for duty, receive any work orders and proceed to the stations assigned to be cared for on this particular day of the week i.e. Monday Redwood City & Menlo Park etc.

Noon to 1800

Business activities described above continue, as do any training sessions which may have begun earlier. Maintenance of way staff move about the right of way performing their assigned duties. Management and supervision on duty monitor the operation, respond to problems/issues, meet with JPB staff, and generally get on with the business of ensuring a smooth operation of each function necessary to support a successful day. Midday hourly service continues until 1400.

At 1200 a maintainer begins performance of facility and shop equipment inspection, servicing and repair as required. Upon completion of these tasks, any operator reported equipment related concerns are investigated and resolved prior to the PM peak service dispatch. This individual is also responsible for responding to revenue service equipment related delays during the PM peak as required.

At 1245 the Train Dispatchers are starting their transfer. The relieving dispatcher is updated on the activities that took place on the previous shift and all planned movements/activities of the railroad. This process is completed at 1300 when the oncoming Train Dispatcher takes over control of the Central Control Facility.

At 1305, the Train Crews begin arriving for duty at the appropriate times for the PM peak service. Supervision will randomly verify fitness for duty. Operations management checks in with the CCF to get briefed on the midday activities that may affect PM Service and review any new bulletins and/or notices preparing for the afternoons activities. The train personnel then begin their job/safety briefing reviewing



the information and bulletins received from the Caltrain CCF necessary for the safe operation of their trains. After the pre-trip equipment inspection, at approximately 1427, the train crew of the first PM train departs the maintenance facility for the short trip to Tamien station to be in position for its scheduled departure at 1537. Scheduled and unscheduled maintenance will be performed on track equipment, freight rolling stock and support equipment, as needed, in preparation for track work that is to be performed during the night.

1800 to Midnight

Upon completion of their assigned train runs, each Train crew will ensure all passengers have departed the equipment. At approximately 1951 the PM peak trains begin returning to CEMOF at various intervals for a “meet and greet” by maintenance personnel after completing their assigned rotations, deadheading from end termini and positioning trains as instructed. As train crews are relieved of duty for the evening, they review any issues with operations and maintenance staff for resolution. Train crews will complete and turn in their trip reports including unusual occurrences and any equipment faults or issues on the designated forms before leaving.

At 2200 third shift for maintenance and cleaning personnel arrive for duty to begin required servicing, maintenance, cleaning and as needed repair activities. Prior to beginning work, supervisors hold job and safety briefings regarding planned maintenance activities, train servicing including replenishment of consumables, fueling and washing of the exterior car body. At 2100 the Station Maintenance team reports for duty. The team will stock their vehicle with needed supplies and travel to their assigned stations to perform planned cleaning and maintenance activities.

Overnight maintenance of way gangs will arrive for work, their supervisor or manager will perform fitness for duty observations, job and safety briefings will be conducted, contact will be made with the train dispatcher for any track authority required for the nights work, etc. As authority is received, these crews will occupy track as required and begin the tasks scheduled for the time allotted.

Quality Assurance/Compliance

The success of TASI's operation of the Caltrain commuter rail service will be determined by customer satisfaction for both customers, the passengers and the client agency. Commuter rail passenger satisfaction is attained by delivering a safe, reliable and on-time service with clean, fully functional equipment and friendly and courteous employees. Client agency satisfaction is earned by satisfying the customers and by being fully compliant with the contract, as well as responsive to the agency. The goal of a quality assurance program is to achieve these results consistently. The fundamental building blocks of TASI's approach to quality for contract commuter rail operations are all of the elements of our management approach and our principles of train operations as discussed earlier in this section.

The key to the successful implementation of this program is an ongoing process of:

- Quality audits;
- Frequent on-train inspections;
- Prompt, thorough response to all customer comments, criticisms, etc.;
- Comprehensive program of tests, observations and proficiency analyses;



- Provision of positive growth-oriented results and findings to employees as well as swift, effective corrective action when required;
- TASI's quality assurance program for the Caltrain service, built upon these principles, will be tailored to the precise needs of the service.





4.f Management Control and Decision Making

Owner/Operator Relationship

TASI and the General Manager fully understand and appreciate the history of the Peninsula Corridor Joint Powers Board's (JPB) Caltrain commuter rail service that serves as an important mode of transportation for Santa Clara, San Mateo and San Francisco counties. Gerald Francis, the proposed General Manager of Caltrain for TASI acknowledges the history and commitment of the JPB to provide a regional vision for Caltrain.

He further commits to being both accountable and responsible to the JPB and passengers in maintaining the integrity of our Caltrain system by aligning employees around a common purpose that creates the ability to sustain a safe, reliable delivery of the Caltrain Service and for effective contractual compliance and responsiveness to the JPB, particularly in JPB's exercise of its rights and responsibilities pursuant to the RFP. One of the General Manager's primary goals will be to guide the workforce to a customer service driven culture that recognizes that there are two customers – one being the JPB who owns the rail corridor and all the service assets, and the other being the passengers who ride the trains. In meeting the needs of the JPB, the General Manager will work closely to define the owner/operator relationship. This relationship will center on the broadly stated principle that the owner sets the policies and the operator carries them out. Specifically, the operator is responsible of the day-to-day operations. The operator will execute the operating plan. The operator's employees will perform all the actions necessary to deliver a quality in accordance with the plan. The operator does not expect the owner to be involved in the day-to-day operations. The General Manager will be the primary contact point for the JPB. However, the Deputy GMs will be available to the JPB staff as requested. In fact, TASI encourages interaction at all levels of management.

The General Manager will ensure timely and complete reports of service performance will be delivered to the JPB. To the extent anomalies occur immediate notification will be given as defined by the JPB. The details of our execution will be completely available to the JPB as requested. Explanations of actions taken in the day to day delivery of the service will be readily available to the JPB as requested. TASI will be completely transparent in all respects with JPB. The General Manager will be available to meet with the JPB staff at any time. TASI suggests a weekly meeting to report on service performance and receive feed-back from the JPB regarding the performance. It would also serve as a forum to discuss, at a high level, progress on any Additional Services that TASI may be performing.

The owner will be responsible for deciding the future of the Caltrain service. The planning function will ultimately be executed by the JPB. TASI will operate as an advisor to the JPB in this function. As requested by the JPB and as required by the RFP, TASI will prepare draft plans and participate in planning sessions to offer the operator's perspective for future projects and changes. Our role will be strictly advisory. The JPB may use any advice as it sees fit. TASI is familiar with some of the JPB's current plans for the future, some of these include:

- Train Control;
- Public information display system;
- Rail operations and control system;
- Supervisory control and data acquisition;



- Electrification.

Finally, TASI is a professional organization that knows the commuter business from A to Z. We will act professionally. We are also friendly and generally have fun doing our jobs. While we will always take our communications with the JPB seriously, we also believe that there is time for levity. Gerald Francis, our proposed General Manager will see to it that an open, friendly, professional environment exists, every day, for all for all the interactions with both of our customers – the JPB and the passengers.

4.f.1. Local Decision Making and Control

The General Manager will be available to the JPB at all times. The General Manager will have broad decision-making authority for finance, operational and contractual issues related to TASI's contract with the JPB. The General Manager will have the responsibility, authority and resources to respond to the needs of the JPB.

Specifically, he will have the authority for the following:

- All day-to-day operational decisions;
- Organizational structure, hiring, firing decisions;
- Material purchases and vendor selections as required;
- Changes to the operations and maintenance plans, as required by and/or as approved by JPB;
- Approval of any out-of-budget expenditure required to overcome immediate operational needs, if requested by JPB;
- Approval to waive contractual requirements to overcome immediate operational needs, if requested by JPB;
- Leading the company to continually strengthen TASI's safety culture and safety compliance in all service and operating areas;
- Directing the overall operations and maintenance of the commuter rail service;
- Serving as the liaison between the company and the client;
- Maintaining an open and transparent relationship with the JPB (as defined);
- Establishing operations performance meetings (as defined);
- Developing operational business strategies to achieve short and long-term goals;
- Formulating, developing and implementing the most effective means of providing responsible public transportation to the areas served.

In summary, the General Manager will be TASI's manager responsible for the Caltrain Service. The paragraphs describe what TASI intends his relationship to be with the JPB. His relationship with the TASI CEO is also clear. He reports directly to the CEO who has delegated the authority and provided the



resources to respond to the JPB's needs. He will act somewhat autonomously, but has readily available the counsel of the CEO and other TASI General Managers. He will not be interfered with by "corporate" as long as the JPB and the passengers are delightfully satisfied with the services provided and he occasionally sends a check home.

This approach to a contractual relationship between a private sector operator and a government owner/agency/authority, and to the contractual provision of a public transportation service, is one that TASI embraces for all of its contract operations. With many different transit authorities and agencies as customers, TASI has been in the forefront of developing a management philosophy based on delegation.

At the present time, moreover, it is anticipated that all of the general and administrative functions essential to the successful operation and maintenance of the Caltrain Service will be provided by the local TASI management and employee team for the Caltrain Service.

For issues that go beyond this span of authority, the TASI General Manager will immediately consult with his superior to obtain whatever additional authorization and/or response to JPB that may be needed, including but not limited to:

- Changes to the responsibilities of the General Manager;
- Changes to the contract terms;
- Corporate policies.

At the present time, moreover, it is anticipated that all of the general and administrative functions essential to the successful operation and maintenance of the Caltrain Service will be provided by the local TASI management and employee team for the Caltrain Service.

4.f.2 Corporate Overhead and G&A Functions

TASI manages its operations and maintenance contracts on a stand-alone project basis – that is, the resources required to successfully execute the project are on-site and included to the greatest extent possible in the direct costs of the project. Known specialized needs requiring less than full time positions on-site are subcontracted for and included in the budget and arranged for by the local management. Corporate staff functions are thus kept to a minimum and, therefore, the need for complicated allocation schemes. This is evident in our comparatively low Overhead and G&A rate for a project of this size.

TASI's corporate overhead charges will include the costs of corporate oversight of the contract such as travel by corporate headquarters personnel to the project or on the projects behalf; corporate accounting costs; corporate planning; insurance not specifically purchased for the project; information systems not specifically dedicated to the project; and the allocation of corporate headquarters personnel costs of those involved in the project oversight.

4.f.3 Coordination/Integration among JV Partners and Subcontractors

TASI has no joint venture partners in this project. Subcontractors do have an important role in the provision of the services. TASI with its construction business background has a wealth of experience in coordinating and integrating the activities of subcontractors. As a general principle, our subcontractors are an extension of our staff at the level of their participation. Large subcontractors, such as Perfection Sweeping Services, Inc., Frank and Grossman, ABM Engineering Services, Gachina Landscape Management, Otis Elevator Company, The



Pestinator's, Inc., Macadi Cleaning Corporation, SimplexGrinnell and the Agrichem Company who is providing the Third Party Support Services will be an integral part of the staff of the General Manager, participating in staff meetings, planning sessions and decision-making. To an outsider it would be impossible to tell that our subcontractors were not employees of TASI. Smaller subcontractors will be in direct control of the functional area in which their services are being provided. Again they will act as an extension of staff and be required to participate regularly in planning and coordination sessions with the Manager of functional area.





4.g Plans, Opportunities for Cost Containment, Reduction and Productivity Improvement

TASI feels that there are a number of specific areas where our experience, expertise and management approach to operating contract commuter rail services can produce cost efficiencies and productivity improvements for the Caltrain Service. These ideas follow.

Better Management Performance

Improvements in service quality, efficiency, and overall cost of the type that JPB is seeking, begin with the dedication, training, attitude, and focus of the operator's management team. For the Caltrain Service, TASI will:

- Provide an experienced, locally-based management team empowered to be responsive to JPB and financially rewarded to live and work in the Bay Area;
- Train and motivate that management team to embody the best practices in customer service and operating innovation;
- Assure, through this management team, safety, contract compliance, efficiency and full regulatory adherence;
- Constantly emphasize and reinforce the importance of customer service to our dedicated employees who will be properly trained and skilled in passenger safety, customer relations, customer information (including connecting services), and courtesy when dealing with customers.

It is our intent and our constant objective to go *beyond* a safe, reliable ride on a clean, comfortable train and to provide our customers with a positive experience in all aspects of using the Caltrain Service – including parking, ticket purchase, information, waiting for trains, etc.

Adoption of Operational Goals and Objectives

TASI views its relationship with JPB and all other public sector and community representatives involved in the Caltrain Service to be one of partnership and working together to establish and exceed mutual goals and objectives. Together with JPB staff, we will develop a set of goals and objectives focused on:

- Effecting a safe, seamless transition from the current service provider to TASI.
- Providing a safe, reliable, cost-effective commuter rail service to the service area and to JPB.
- Ensuring safe operations at all times for the passengers, employees and residents of the service area. The only acceptable goal in this area can be that no one gets hurt using the service, working in the service and/or living in an area adjacent to the service.
- As a specific example of some of the programs that we will implement, TASI is very aware of the number of incidents each year involving JPB trains and trespassers along the right-of-way. We will work closely with JPB staff and the communities in JPB's service area to educate, publicize and caution people about the dangers of being on railroad tracks and the right-of-way. We will also immediately implement a program of train-to-train communications whenever any train observes a trespasser on or near the tracks.
- Delivering reliable, on-time service that will attract new transit users, help to alleviate traffic congestion, and further JPB's growing role in the regional transportation system — Specific



performance standards for on-time performance, equipment availability/reliability, and equipment cleanliness and infrastructure condition, should be mutually determined by TASI and JPB. TASI will then work to exceed those standards.

- Providing a safe, enjoyable, equitable, non-discriminatory work environment for all employees.
- Utilizing local vendors, suppliers and subcontractors, including DBE firms.
- Prompt recruiting and training of personnel from the local workforce whenever vacancies occur.
- Maintaining open, honest, responsive communication at all levels between both parties and making decisions at the lowest possible level.
- Protecting and maintaining the system to achieve a level of asset utilization and preservation reflective of a sound public transportation investment.
- Resolving conflicts at the originating level whenever possible.

As with all aspects of providing contract transportation services, these goals and objectives will be refined and improved by the parties over time as the critical issues facing the Caltrain Service change and/or increase or decrease in urgency.

Developing and Implementing an Operating Plan to Improve the Service and the Way in which It Is Provided

TASI has analyzed the present Caltrain Service, including schedules, equipment cycles and train crew assignments. This analysis leads us to believe that TASI can operate the Caltrain Service with fewer train sets than are currently deployed for normal weekday service and with fewer train crew personnel.

TASI acknowledges that these are paper exercises to this point and that there may be a need to adjust some of our early findings based on actual field operating experience. This exercise, however, is important because it points to the ability to provide more service to the communities of the JPB service area and to accommodate a higher—and growing—ridership *without* the cost of additional resources.

The end product of this analysis, we believe, will present an attractive option to JPB comprising:

- Providing more service for the same cost (productivity improvement), or
- Lower the cost.

TASI, as the operator of the Caltrain Service, will work closely with JPB to refine this analysis and implement the best option for JPB. Looking to the future, furthermore, performing this kind of analytical examination of a service's basic operating plan will not be a one-time occurrence.

An operating plan should be a dynamic, evolving document, adjusted and improved periodically as we discover new and better ways to provide the service and to be responsive to JPB. This is the management approach that TASI will bring to the Caltrain Service and our operating plan for that service.

Technical Assistance with the Development of Equipment if Caltrain Electrifies

TASI is fully prepared as JPB's operating contractor to work closely with JPB to develop an EMU suited for the Caltrain Service, for the future electrification of the Peninsula Corridor. TASI is well qualified to provide this assistance, having implemented new equipment on many "New Starts" and Service Transitions.



Introduction of a Quality Control System

The success of TASI's operation of the Caltrain Service will be determined by customer satisfaction for the passengers and the client agency. Commuter rail passenger's satisfaction is attained by delivering a safe, reliable and on-time service with clean, fully functional equipment and friendly and courteous employees. Client agency satisfaction is earned by satisfying the customers and by being fully compliant with the contract, as well as responsive to the agency. The goal of a quality assurance program is to achieve these results consistently. The fundamental building blocks of TASI's approach to quality for contract commuter rail operations are all of the elements of our management approach and our principles of train operations as discussed earlier in this section.

The key to the successful implementation of this program is an ongoing process of:

- Quality audits;
- Daily pre-departure equipment functionality/cleanliness evaluations;
- Frequent on-train inspections;
- Train crew courtesy to passengers;
- Frequent station cleanliness audits;
- Prompt, thorough response to all customer comments, criticisms, etc.;
- Comprehensive program of tests, observations and proficiency analyses;
- Provision of positive growth-oriented results and findings to employees, as well as swift, effective corrective action when required.

TASI's quality assurance program for the Caltrain Service, built upon these principles, will be tailored to the precise needs of the service.

Enhanced Revenue Protection

During the pre-proposal period, TASI has had numerous commuter rail managers ride the Caltrain Service and report on their findings and observations. TASI believes this should be a regular occurrence on the service. Several of the findings were identical from each of the riders:

- The ticket machines at various stations were not working properly.
- Tickets were not being inspected by the train crew.

To improve this situation and increase JPB's revenue, which can either indicate an overall reduction in service subsidy or the application of the increased revenues for other service improvements, TASI will implement a revenue protection program based on training, feedback from train crew personnel, better assignment and utilization of train crew personnel to assure thoroughness and completeness in providing the revenue protection function, periodic train-by-train "sweeps," closer monitoring of ticket machines, and increased management involvement to ensure thorough revenue protection performance on a daily basis.

Better Management Information and Reporting

One of the foundations of better management performance, as discussed in point number one above, is to provide more comprehensive, timely management information. To the old adage, "You can't manage what you can't measure." we can add another maxim that applies to managing a commuter rail system, "You can't manage what you don't know about."



The HITS system, which TASI will provide to JPB, will address both of these potential obstacles to good management of the Caltrain Service. The information provided by this system will enable us to:

- Better utilize equipment on an equalized mileage basis to improve availability and reliability, reduce unscheduled maintenance, and better predict capital needs.
- Develop more timely and detailed information about train delays – and to respond more promptly to those delays if necessary. With more detailed information, more specific management responses can be developed to “fix the problem forever”.
- Schedule maintenance events and interventions more accurately and to be better prepared for the actual event when the equipment is available (i.e., having all the materials already assembled for a periodic test, etc.).
- Keep inventory at the lowest, most cost-effective levels possible without delaying maintenance activities.
- Report completely and accurately to JPB on all contractual obligations and reporting requirements.

Performance Improvement Team (PIT)

TASI will establish a joint management-labor Performance Improvement Team (PIT) to increase the quality and improve the efficiency of our maintenance of equipment services. We will also invite JPB staff to participate in this effort, which will feature a monthly meeting, action items based on suggestions received from employees and customers, and a carefully documented procedure for implementing change once that change has been decided upon and fully approved.

Safety Improvements

We have described in detail TASI’s approach and overall emphasis on safety in passenger rail operations. The main result that will come from a TASI operation of the Caltrain Service will be a safer system for everyone.

Specifically, we will:

- Enlist every one of our employees in a continuous campaign to make the system safer — As an example, if a train crew sees someone on the right-of-way, they will be required to immediately report this to all following and opposing trains and to security personnel.
- Support all JPB initiatives to improve system safety.

TASI’s proposal includes numerous efficiencies that will result in economies for the JPB while, at the same time, improving the level of service. Given the relative cost of labor to the total direct cost of commuter rail operations – about 80% - the ground most fertile for generating significant cost improvements is in this area. The requirements of the RFP with respect to the 13(c) labor protection, as well as the requirement to assume the obligations of the existing labor agreements, including work rules, have the impact of limiting immediate cost reductions for labor. Over time a conservative attrition rate is assumed to reduce the number of employees involved in the service while, at the same time increasing service quality. The recognition of these benefits could be accelerated through expanding service levels or implementing the Caltrain Express, either of which could absorb excess employees and reduce the cost of these services. Conservatively, our cost proposal, however, assumes no attrition but the JPB will enjoy the benefits should attrition occur. Table 4.b.1 in Section 4.b displays a listing of current employees by function and TASI’s “right-sized” non-management employment levels for the current level of service that we will attempt to achieve during the contract term.



The excess employees will be utilized productively. For instance, until attrition or service growth achieves the desired levels the train crews will be utilized to “protect “ the service with additional crews being on hand in San Francisco and San Jose during the morning and evening peaks.

One area that the JPB can realize immediate savings is in our proposal.

In addition to the efficiencies cited above, it is TASI’s intent to work diligently with the labor unions to arrive at win-win agreements on work rule modifications that will further increase productivity in all functions and enhance customer service. Some examples of these might include the following:

- Expansion of the “incidental work rule” to allow for further cross training.
- Revision of “extra board” provisions to allow greater flexibility.
- Expansion of part time employees.
- Flexible reporting locations.
- Discipline and grievance procedures.

It is not TASI’s intent to achieve productivity improvements “on the backs of labor” but to share with them in meaningful ways the benefits of such improvements.

TASI has also reviewed the equipment consist rotations currently being employed and their impact on crew scheduling. We have determined that with minor schedule modifications the number of consists can be reduced and far more efficient use of crew personnel can be achieved.



4.h Performance Fee Program

TASI has developed a Performance Fee Program that will enable the JPB to achieve its objective of receiving “exceptional performance in areas that are critical and important to the JPB”. The program is included as Exhibit C to the Agreement.





4.i Sustainability Plan

TASI will work closely with our JPB management team to implement a sustainable development strategy, which is fully integrated into the company's management system. The resources TASI has from its parent company and sister companies in developing new and exciting, environmentally friendly, programs is expansive.

Proper sustainable construction considers the environmental impacts of construction, long-term building use, and how a structure fits sustainability into the social structure in the area where it is being built. The plan shall meet or exceed guidelines established by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED): www.usgbc.org. Furthermore, the Herzog family of companies is known for its environmental and charitable concerns. For instance, recently in Denver we provided equipment and employees to remove functioning and repairable appliances from a building scheduled to be demolished and donated all the salvaged items.

The implementation of the Sustainability Plan will be conducted by a dedicated team that will undertake the following upon award. Each department head, under the direction of the General Manager will be responsible for their functional area's sustainability responsibilities. For CEMOF, the Facilities Manager would be the lead person.

Identify all waste streams to include, but not be limited to, those in the following main categories:

- Solid Wastes;
- Liquid Wastes;
- Gaseous Wastes.

Within these categories, specific identification of the waste stream elements will be placed in appropriate sub-categories for measurement of current stream volume, establishment of base lines for current average stream volumes, and goals for waste stream reduction. A list of examples of waste stream sub categories is included below. This list will be further refined during the mobilization period by the managers assigned to the Sustainability effort.

- Biodegradable waste
- Chemical waste
- Construction and demolition waste (C&D waste)
- Controlled waste
- Electronic waste (E-waste)
- Green waste
- Grey water
- Hazardous waste
- Human waste
- Litter
- Packaging waste



- Recyclable waste
- Toxic waste
- Uncontrolled waste
- Waste heat
- Wastewater

Conservation Efforts in Support of Sustainability

Conservation of resources is a key component of the Sustainability Plan. Water, fuel, electricity and other consumables use needs to be measured and controlled, with the ultimate goal of reduced consumption. By implementing re-engineered systems, procuring lower consumption appliances and equipment, and by positively influencing consumptive behavior, conservation efforts can be successful. It is important for all products in a procurement cycle to have an ecological lifecycle assessment to ensure that they conform with the Sustainability Plan guidelines.

Greenhouse Gas Emissions (GHG)

TASI is committed to ongoing research and development in reducing greenhouse gas emissions. As a member of the Herzog family of companies TASI has a sister company dedicated to the Environment, Herzog Environmental, Inc. (HEI). Research is ongoing into alternative fuels and energy for reduced GHG and conservation. Modern research has resulted in the introduction of vehicles powered by emulsified diesel, bio-diesel, ethanol, various gas products (bio-methane, LPG, etc.), electric, and fuel cell. In addition, TASI actively promotes, to the public and employees, travel that uses a lower carbon footprint, for instance, using trains instead of airplanes or cars when appropriate.

Incorporating sustainability into the design, construction, operation, maintenance and renovation of JPB facilities covered by the agreement:

- Proper sustainable construction considers the environmental impacts of construction, long-term building use, maintenance, and how a structure fits sustainably into the social structure in the area where it is being built.

Construction of new facilities — If directed by JPB, new facilities will be built to or exceeding local and state building codes and research will be conducted into the latest green, renewable, and/or recycled materials and design techniques that will support the Sustainability Plan’s conservation and waste reduction goals. LEED certification guidelines or equivalent will be used as appropriate. New construction will include appropriate insulation, efficient electrical fixtures and appliances, high efficiency HVAC systems as suits each site, water conserving or water free plumbing systems, and efficient human engineering in design of space.

Operation of service and support facilities — Operations will be managed to the highest efficiency possible through staff training, automated energy saving devices and appliances, and proper use of all energy saving and conservation systems.

Maintenance — Maintenance activities will be conducted with the highest regard for the local environment, codes, and personnel and customer health and safety. A checklist of all maintenance activities will be developed for each facility together with approved behavior and product usage that support that maintenance.

Renovation activities — Renovation activities will be subject to the same guidelines followed in new construction, with the addition of testing for existing hazardous materials prior to renovation (i.e. asbestos, etc.).



Reducing or eliminating the acquisition, use and disposal of toxic and hazardous chemicals beyond local, regional, state and federal requirements:

- An inventory of all toxic and hazardous materials currently in use will be taken along with measurements of current volumes of same. From that baseline, a plan will be developed to reduce or eliminate those substances with substitutions and associated costs being identified as part of the plan.
- Hazardous and toxic materials that can be recycled or reused for other purposes will also be identified and, as appropriate, contracts will be developed for collection and implementation of recycling/reuse.

Maximizing the acquisition and use of energy efficient, water efficient and environmentally preferable products, goods and services that either qualify for rebates or meet sanctioned ratings, such as Energy Star, or both:

- The first step in implementing a successful sustainability program is to establish guidelines for procurement of qualified products and services from vendors with documented sustainability programs and processes. TASI's experience in developing and meeting such guidelines in other operations will be a key factor in implementing a successful Sustainability Plan for the Caltrain Service.
- A set of minimum standards for each product procurement will be developed within the overarching Sustainability Plan guidelines.

Documenting its responsible electronics stewardship practices for the purchase, use and disposal of electronic assets:

- A list of all electronics in use shall be compiled with age and replacement cycles identified.
- This program will start by reviewing the manufacturing and supply chain adherence to sustainability principles identified in the Sustainability Plan of all suppliers and goods.
- Disposal/recycling of electronics shall also meet or exceed Plan guidelines and state and federal mandates.

Reducing the degradation and depletion of environmental resources through cost effective waste prevention and post-consumer material recycling programs:

- Environmental resources effected by operations will be identified with usage volumes.
- Program guidelines will be developed.

Reducing the energy consumption of passenger vehicle miles traveled and increasing the use of higher-fuel economy vehicles, including alternative fuel vehicles:

- In support of this effort, TASI will adopt its corporate experience in developing rail project plans that include development of alternative and public integrated and multimodal transport methods.

Reducing the use of potable water and increasing the percentage of non-potable water sources used, such as reclaimed, recycled and gray water for appropriate applications:

- TASI will conduct a water use inventory and assign water quality requirements for each item. TASI will also identify systems that need to be installed or maintained for capturing water to be re-used as defined by the inventory.

Conducting operations to minimize the direct and indirect generation of greenhouse gases:



- In this instance TASI will look at the activities that it controls and can effect directly and those upon which it may be able to influence but cannot control directly. For instance, TASI can directly control the idling time for diesel engines to reduce GHG emissions but only through advocacy and education can TASI influence its ridership to buy more fuel efficient automobiles or adhere to speed limits to reduce GHG emissions in other sections of the commuting chain.
- These direct and indirect factors and suggested solutions will be presented upon inventory of the same.

Excerpt From:

Rethinking The Greening of Transit

by: Janna Starcic, Executive Editor, April 2009



“Blue light special

Something seemingly small can lead to energy and cost savings. For Jeff Carvalho, manager of equipment and facilities for Herzog Transit Services, which operates and maintains the Altamont Commuter Express rail service for the San Joaquin (Calif.) Regional Rail Commission, it was a barricade light that caught his eye for having potential to go green.

These flashing blue lights — required by the Federal Railroad Administration for safety purposes — were powered by two six-volt batteries that had to be replaced about every eight days, Carvalho says. Not even taking into consideration the environmental impact of this process, it took time to replace the batteries and all the maintenance added up. ‘We looked for a solar-powered light and found one made in Canada by Carmanah.’

The solar light, originally manufactured for the marine industry for use on buoys or docks, included a toggle switch, which they asked the company to modify to a hidden magnetic switch to prevent the possibility of it being switched off by rail yard trespassers. The new solar-powered light has an internal battery that holds a charge for up to 14 days and has a life expectancy of a minimum of five to eight years.

When Carvalho did a cost analysis of the two lights, he found that the original barricade light cost the company \$2,800 dollars over five years, while the new solar light cost \$175 for the same period of time. “



4.j Customer Service Plan

TASI Customer Service Plan

Introduction

TASI's vision of Customer Service is what we call the *Total Commute Experience*, which we believe is imperative to any passenger rail service. The *Total Commute Experience* begins the moment a passenger recognizes a Caltrain logo, whether it's a sign on the freeway or on the side of a locomotive, and doesn't end when a customer leaves the station after an enjoyable train trip. We believe the way the message of the *Total Commute Experience* gets translated into action is through an attitude that starts at the top and permeates down through all levels of the organization; the attitude that one of the most important aspects of operating a passenger rail system is the ongoing interaction with the customer. However, TASI expands the *Total Commute Experience* another step further to include a simple, yet vital idea – the idea of a *Total Community Experience*.

The *Total Community Experience* is what TASI strives to achieve. This idea includes delivering an excellent *Total Commute Experience* and, at the same time, recognizing and resolving issues and concerns of the adjacent communities. To be wholly successful, the passenger rail service must not only satisfy its riders, but also all of the other people whose lives are directly or tangentially a part of it every day. It is TASI's goal to ensure that the passengers on Caltrain are completely satisfied with the commuter service. It is also TASI's goal to ensure that the communities are satisfied customers recognizing the enhanced economic vitality the service brings to the area, and the overall positive impact that public transportation brings to their lives. Caltrain needs to be viewed by the public as a friendly, clean, and a visible point of identity for their community. TASI wants the public to look upon Caltrain and see a clean, on-time, reliable service that they can take pride in, pride that will get the public excited about the service. They will want to ride the trains simply because it is a shining star in their community. The public will support Caltrain, not only because it provides jobs and transportation, but because they feel it is part of their community. The following pages are how TASI feels we can provide the *Total Commute / Community Experience*.

In an effort to elevate the importance of this message, in our proposal and ultimately in our organizational structure, we have created a Customer Service Division with the singular goal of having all functions directly affecting customer service within one department. The Customer Service Division would be headed by a Deputy General Manager with equal stature and voice as other proposed DGMs and with direct reporting to the General Manager. In this way, we place equal importance on the role of the employees involved with the customer as we do on the role of the employees involved with the equipment, maintenance of way, and dispatching. We also elevate the accountability and linkage between management, operations, and maintenance with the Customer Service Division.

The creation of this new Customer Service Division for the Caltrain service creates a new Era for the Caltrain Commuter and Communities in which are served. Our Customer Service Program (CSP) will include (but not limited to):

- Extensive customer service training for our employees;
- Comprehensive program for Train, Station and Right of Way cleanliness;
- New and dry-cleaned uniforms for all public direct contact employees;
- Expanded employee incentive plan;



- **A significant emphasis on communication** – communication between the customers, the adjacent communities, the JPB, and TASI and its' employees.

It is collectively through our Mission Statement and our proposed organizational structure along with proper training and enforcement that will allow a prime focus on the enhancement of Customer Service.

Our real-life experiences discussed in the Qualifications and Experience section of this proposal illustrate the effectiveness of our approach with similar passenger rail systems around the country. From these experiences, we've assembled our best elements of customer service and tailored them to specifically fit the needs of the JPB and Caltrain. Our Plan for improving the Caltrain customer experience is detailed below.

TASI's Customer Service Vision: The Total Commute Experience

Our Customer Service Plan is geared to achieving the *Total Commute Experience*, an experience that provides top-to-bottom customer satisfaction and an experience that accounts for all aspects of customer service and leaves nothing unattended to. To achieve this experience, we have structured our **Customer Service Plan into six components:**

- Management and Organization
- Employee Training
- Enhanced Equipment Condition and Reliability
- Employee Appearance
- Employee Incentives
- Communication

These components form the basis of what we believe will produce the premier customer service program are outlined below.

MANAGEMENT AND ORGANIZATION

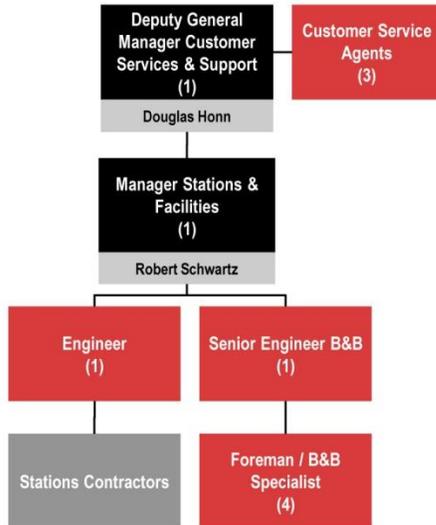
The essence of our Customer Service Plan is the introduction of a new management and organization structure in the form of a **Customer Service Division**. This division and its relation to other divisions in our organization is shown in the organizational chart depicted in Figure 4.j.1. We have placed this new Division on par with all other divisions. We strongly believe that by elevating the *people* responsible for customer service to a level equal to that of other team functions, we also instantly elevate the *significance* of customer service in the entire organization. And we create a direct link between those maintaining and operating the system with those working with the customer.

The elements of this new Customer Service Division include:

- Elevation of the customer service function for Caltrain to the level of Deputy General Manager;
- Creation of a customer service organization that is totally focused on the customer and community experience;
- Creation of additional Customer Service positions for employees with –
- Operating background and qualifications;
- Equipment maintenance background;
- Station maintenance experience.



Figure 4.j.1: Customer Service Organization



Elevation of the Customer Service Function for Caltrain to the Level of Deputy General Manager Customer Services and Support

The Customer Service Division would be led by a new position, Deputy General Manager Customer Services and Support (referenced as DGMC hereafter). The DGMC would report directly to the General Manager to ensure customer satisfaction. The DGMC is essentially the quality control officer for the total system ensuring that customers are satisfied with every aspect of the service. He will monitor performance in all areas, visually inspecting all assets from the customers’ perspective. Visual inspections include stations (for which he is directly responsible), communications, appearance for board personnel and cleanliness of the vehicles. This ensures that TASI would have the trains and the people integrated into a whole system and working cooperatively to provide the best service. Reporting to the DGMC is the Manager Stations & Facilities and the Customer Service Agents. Reporting to the Manager Stations and Facilities are 1 Engineer, 1 Senior Engineer B&B, and 4 Foreman / B&B Specialists. He also oversees all Stations Subcontractors. All DGMCs would be in constant communication and would meet on a regular basis, ensuring that the customer service aspects of the Caltrain system is given equal importance and focus as all other functions. The DGMC would be responsible for overseeing the duties of all customer service employees including the employers of the Station Maintenance Contractor. The Station Maintenance Contractor will be a firm contracted to ensure cleanliness and functionality of the stations. With the creation of this division and the addition of new personnel, we’ve emphasized that, just as there are individuals responsible for maintaining the operations of the trains, so too are there individuals responsible for maintaining the relations with the customer, and that these two aspects of our responsibilities are of equal value. We have created this new division or organization with the sole purpose of creating a separate and distinct entity dedicated to customer service. Through this, we can better focus our efforts on improving the overall customer experience.

Inclusion of the Station Maintenance Contractor in this Organization

The inclusion of the Station Maintenance Contractor is due to fact that stations are where customers and communities see the operation in its full process. From the parking lot, to the old Ticket Offices, throughout the



station the customer is surrounded by and is left with an impression of the operation. All TASI employees are responsible for the cleanliness of the stations, but the Station Maintenance Contractor is there to ensure functionality and cleanliness.

TASI wants every customer thinking about their experience with a smile as they leave the clean and friendly stations, which is why Customer Service is everyone's responsibility.

Customer Service Responsibilities at Stations

Customer Service Agents at the stations will undergo the Customer Service Training described later in this section. The agents at the stations shall also perform the following basic functions:

- Opening and closing of platform doors;
- Staffing of lost and found;
- Changing signage;
- Answering customer questions;
- Making local announcements related to platform changes and service disruptions;
- Generally providing crowd control and service announcements during emergencies and special events;
- Gate Checking tickets prior to boarding.

More in-depth descriptions of these functions and other required functions stations agents are responsible for can be found later in this section. TASI's Customer Service Training is geared toward inspiring employees to go the extra step to make a customer's experience enjoyable.

EMPLOYEE TRAINING

The second major aspect of our Customer Service Plan is our provision of an extensive Customer Service Training to all current employees and new hires. The Customer Service Training will be the responsibility of the Customer Service Division and will address all aspects of customer service, as well as all aspects of Caltrain operations. All management, new and current employees in direct contact with the public will participate in Customer Service Training with attention to Americans with Disabilities Act training and EEO/sensitivity training within the first six months. Each year, all management employees and all employees in direct contact with the customer will participate in a refresher/reinforcement of the three elements (customer service, ADA, and EEO/sensitivity) of the program. Furthermore, monthly meetings will be called by the DGMC to address customer concerns and complaints, problem areas and ADA issues. The JPB will be informed of these meetings and encouraged to attend.

In addition, we would provide specialized training services to the customer service representatives, any of the individuals that interact with the customer. Our extensive training will ensure that all employees are provided with insights into the different types of customers they may encounter and the different ways in which they should respond.

Customer Service Training

The training elements to be discussed would include:

- Understanding Fundamentals of Customer Service;



- Improving Communications;
- Addressing Special Needs;
- Processing Complaints or Recognizing Opportunities, and Handling Difficult Situations

Training consists of specific components, which will be delivered by trainers with a back-round in Customer Service. The first seven of the components outlined below are intended for operators (including one for review), the eighth for management, and the ninth for support staff. This breakdown is flexible, however, permitting other staff to benefit from more of the first six modules, as required. All conductors, assistant conductors, and customer service agents will be trained in all components. Management is trained in all, and in management specific components.

Each component is very comprehensive in its content coverage. The training is customized by the trainers, who add local flavor by discussing those details that are system-specific and local in nature to Caltrain. Following are the components of the training:

Fundamentals:

This is an introduction to the basic principles of human relations and customer service as they apply to the transit environment. It facilitates an analysis of the transit operator's job and the customer service role in that context, generating a strong understanding and awareness of its importance. It introduces the basic principles and values of the program that underlie all interactions and apply equally to all employee groups.

Communications:

Communicating effectively in public contact situations is the theme of this training, concentrating on how to listen, observe and speak while maintaining respect for the customer, avoiding misunderstandings and verifying comprehension of the message. These first two components are critical to understanding Customer Service.

Announcements:

Training in this area specifically addresses public announcement skills, for use on-board as well as in a station environment. Routine, non-routine and emergency situations are covered, recognizing that not being kept informed of changes is one of the major complaints voiced by transit passengers.

Special Needs:

Special Needs concentrates on development of specific skills for handling customers who require extra attention and how to recognize them. Identifying cues, determining how to be of assistance and following through in an efficient manner are key elements of this section.

Complaints or Opportunities:

This provides an understanding of why people complain and encourages employees to take advantage of the opportunity to address a situation, learn from it and possibly even make up for it. The philosophy of this element is that a complaint is preferable to a silent dissatisfied customer, as it allows the situation to be addressed and explained. It encourages employees to handle complaints without becoming defensive or taking them personally. An apology can be a very effective customer service technique.

Difficult Situations:



Handling inappropriate customer behavior is a very sensitive matter. This allows employees to discover how to avert or minimize potential conflict while dealing with customer disruptions, fare disputes, vandalism or any other difficult situation. There are ways to prepare for a difficult situation and non-threatening approaches to avoid an escalation.

Stress:

Training in this area acknowledges the high stress level involved in operating a train, in adverse weather conditions and service disruptions with a large number of people on board, to tight schedules, making sure everyone has paid the appropriate fare, AND maintaining a pleasant disposition towards all customers. It recognizes the difference between positive and negative stress, and allows participants to identify specific symptoms and their causes. It also develops personalized exercises and techniques that can be used to relieve distress on the job.

Management Support:

Intended for supervisory and management staff, this focuses on recognition and coaching skills. It reinforces management's leadership role in developing the future direction of the organization, and requires a specific commitment from each participant. It is easy for employees to slip back into old patterns of behavior, so a supportive environment with constant reinforcement is very important.

Everybody's Business:

Intended for employees who are not in direct contact with the public, this training includes the Fundamentals and provides all staff with an understanding of their role in customer service through the concept of "internal customers," and of the impact of their actions on customers and operating staff. It closes the loop by including everyone in the process and fostering a true sense of teamwork across the entire organization.

JPB-Specific Elements

Training of our employees will also include discussion of customer service elements that are essential to the JPB and how they translate directly to a positive customer experience, and would include:

- Passenger Safety;
- On-Time Performance;
- Minimizing Delays while Operating through Ongoing Construction and Maintenance Work Zones;
- Equipment Availability and Cleanliness;
- Schedules and Service Frequency;
- Ride Quality;
- Communications/Interactions with Customers – Timely Accurate Information;
- Station/Onboard Information Postings;
- Public Address;
- Passenger Messaging;
- Services to Passengers Needing Assistance Including the Press Consent Decree;
- Fare Collection and Enforcement;



- Services to Bicycle Customers;
- Services to Youth/Other Groups;
- Special Events Handling;
- Cleanliness and Functioning of Stations and Parking Lots;
- Complaint Investigation and follow-through.

During the discussion of these customer service elements, we will highlight the interconnectivity of these elements with the customer's perception of the commute experience. In other words, how focusing or not focusing on these elements can create a positive or negative customer experience.

Aspects of the Caltrain operations that would be discussed during the Training Course would include, but not be limited to:

- Overview and History of Caltrain;
- Description of Rolling Stock ;
- Security;
- Train Capacity;
- Train Headways;
- Duration of Trips;
- Construction Schedules;
- Expansion Plans;
- Station Locations and Surrounding Activities; and
- Fare Structure.

Providing the employees with this information on Caltrain operations allows them to be intimately familiar with and take pride in all aspects of the Caltrain system.

Americans with Disabilities Act Training Course

Another large component of the employees' training would focus on the Americans with Disabilities Act Training. This would focus solely on the requirements of the law and ways in which employees should interact with persons with disabilities. Issues relating to the "Press Consent Decree" would also be discussed. During this course, it will be important to educate the employees that there are many different types of disabilities and that each type should be addressed in a unique and sensitive manner. The ADA training addresses a wide range of issues regarding meeting special needs of the customer. Included in these issues are:

- Appropriate Terms and Conditions;
- Words Have Power;
- Wheelchair Etiquette;
- Visual;
- Hearing Disabilities;



- Sign Language;
- Speech Disabilities.

We are in the Customer Service business and we want our employees to reflect that and to respect and be sensitive to every individual with whom they come into contact.

All HTSI/TASI properties have well developed guidelines instructing crew members and maintenance personnel in how best to accommodate passengers with disabilities (ADA). These guidelines also ensure that the equipment is properly conditioned before it's placed in service; that stations we service are always compliant and any repairs that are needed are reported and corrected immediately. Our crews understand that building trust in the fact that we are sensitive to and respectful of the needs of each person requiring assistance begins with the safe handling of bridge plates during the boarding process at stations, and continues with communicating clearly any information that may be requested. They understand the importance of "may I assist you" and provide help only when asked. Whenever a passenger needing assistance is aboard, crews communicate that persons final destination to ensure proper spotting of the train and that assistance, if needed, is available upon arrival. In the event of a service disruption where a train would be required to transfer passengers to another train, special arrangements or a team effort always gets the job done.

EEO/Sensitivity Training

An important part of training is EEO/Sensitivity Training, would focus on the Equal Employment Opportunity and other matters of sensitivity (sexual harassment, etc.) related to employee-to-employee relations.

BPR/Transit System Security Awareness Training

Security Employees will be versed in Customer Service training as well as Behavior Pattern Recognition and general Transit System Security Awareness. Employees that are engaged with customers are often the first step to stopping security incidents, which is why it is important for Customer Service Agents to be watching for behavior patterns.

Customer Service Representative Training

TASI believes it is absolutely essential that all customer service representatives, anyone who interacts with a customer, possess the knowledge base required to give detailed and accurate information to our customers. Therefore, all representatives will receive the following field training:

- Field tour of each Caltrain station, feeder buses, and major tourist attractions;
- Ticket Vending Machine (TVM) Training;
- On-going refresher-type field training (riding trains, visiting stations);
- Comprehensive overview of the Caltrain organization, including train operations, security, maintenance, ticket sales.

TASI employees will also be well-versed in the following Customer Service call center areas:

- Telephone Skills;
- Problem Solving Skills;
- Telephone Courtesy and Customer Service;
- Calming Upset Customer Services;



- Customer Satisfaction;
- Stress Management;
- Business Etiquette and Professionalism;
- The Business of Listening.

Enhanced Equipment Condition and Reliability

The third component of our Customer Service Plan relates to equipment condition and reliability with an emphasis on cleanliness. TASI's maintenance of equipment plan described in Section 3 is designed to produce a higher standard of quality that the customer will notice in the short-term. The execution of our maintenance plans will produce reduced systems failures that impact on-time performance and customer comfort. TASI proposes more rigorous cleaning programs that integrates all the cleaning activities under a manager that has been specifically trained for the task and that specializes in providing such services. The enhanced cleaning program will not only significantly improve the physical environment that surrounds the Caltrain customers on-board the trains, but also introduces cost efficiencies to the JPB.

Employee Appearance

The fourth component of our Customer Service Plan is our proposal to provide new uniforms and dry cleaning and laundry services to all employees.

First and foremost, TASI believes uniforms are essential to identify and make the team stand out. We also believe that providing clean, fresh uniforms to employees provides them with a sense of pride in their job and a sense of belonging to the organization. To this end, we propose to purchase new uniforms for the employees of the Caltrain system. Beyond the premise of a team identity, we employ a wide range of applications to that philosophy. We believe that the uniform should fit the environment and to the extent possible the individuality of the person. In addition, our management will be readily identifiable in shirts with the TASI and Caltrain logos when riding the trains. This not only allows the passengers to know who we are but also lets them know that we are perhaps more friendly and approachable than might be conveyed through a more traditional tailored uniform.

We would promote an atmosphere where the employee has the freedom to choose, given a mixture of options dictated by the client and the situation. In an effort to support this, we would provide two or three styles of shirts and pants to allow the employees to mix and match. These styles will be different enough to allow the employee to be comfortable in their choice, but not so different that the staff is hard to pick out of a crowded station. In a small way, this too assists in the communication and interactions with customers: the employee is more relaxed and free to be themselves and in this way the customer feels more comfortable to approach the employee and ask for information or assistance.

Dry Cleaning. We also propose to not only purchase uniforms but provide dry cleaning and laundry services to the employees. This ensures that employees' uniforms are clean and crisp at all times. We propose to provide more than one uniform per individual in order to allow for the employee to have one clean outfit while the other is being cleaned.

Employee Incentives

The fifth component of our Customer Service Plan is our proposal to provide a greatly expanded incentive plan for the employees.



With many of our existing commuter rail clients, incentive payments are a common method of encouraging the operator to focus on customer service. These incentive payments are tied directly to customer service and on-time performance. These incentive payments are also traditionally shared with the employees on a formulaic basis. We propose that part of TASI's Performance Fee will be shared with TASI employees. The Employees Award Program will be structured such that those employees performing the work for which a JPB Performance Fee has been earned will share a portion of it, i.e., Awards earned for equipment reliability will be shared with the MOE employees. We believe incentive payments can be provided in a way that not only encourages the operator but also the employees of the operator. They are encouraged to perform at the highest level, to approach work with an evangelical zeal, to serve the customer; what they receive in incentives is directly related to how well they serve the customer. Specific details of the plan will be established during mobilization and reviewed with the JPB.

Many employees become accustomed to these incentive payments and can begin to believe that they are entitled to these regardless of what they do on a personal basis to enhance or detract from customer service. As a means of counteracting some of this attitude, we would propose to present these payments at an employee function, such as "Employee of the Month" or some other event where particularly exceptional customer relations/service are recognized. In this way, employees will not only be rewarded for their customer service attitudes through the payment of the incentives but special efforts will additionally be recognized.

It is through this process that we can assess the customer service areas in which we need to improve and the areas in which we are right on target.

Communication

Another component of our Customer Service Plan is our emphasis on communication. Location is to the real estate industry what Communication is to the commuter rail industry. And just as realtors espouse *Location, Location, Location*, so too do we champion *Communication, Communication, Communication*. In addition to the new Customer Service Division that we propose to create, we also propose to structure the means by which we at TASI can more effectively communicate with the JPB, the employees, and the customers.



JPB, Employees and Customers do not exist solely and individually apart from each other but rather as an integrated whole philosophy with the TASI Management overseeing and taking responsibility for the



dissemination of accurate and timely information to all levels of the organization. The implementation of these elements collectively will foster greater understanding, communication, and ultimately, premiere customer service.

Communication with the JPB

Establish Goals and Objectives. TASI believes first and foremost that TASI and the JPB should establish mutual goals and objectives related to Customer Service. We believe that the development of these goals and objectives create the foundation upon which all other actions and attitudes are built; it is the basis of our top-down management approach. Our overall philosophy: the way in which we begin with the operator and the agency, set the course, and transmit the message to all levels of the partnership; contributes to the specific elements of customer service being addressed system-wide. The first step in the process is the relationship with the JPB.

We view our relationship with the JPB, as well as with the other public sector and community representatives and joint operators involved in the Caltrain service, to be **one of partnership**, working together to establish and exceed mutual goals and objectives. With an established set of Customer Service goals and objectives at the initiation of our partnership, and an ongoing review and critique of these known expectations, we can work cooperatively with a clear vision of where we are going and how we want to get there. Together with Caltrain staff, we will develop a set of goals and objectives focused on, but not limited to:

- Effecting a safe, seamless transition from the current service provider to TASI on behalf of the Customer;
- Recognizing that what matters to the Customer is:
 - *Availability* – When they get to the station, they want the train to be available;
 - *Reliability* – When they get on the train, they want it to not break down;
 - *Dependability* - When the ride the train, they want it to be on time.
- Working to ensure that every facet of our work provides the commuter with just such a system;
- Expressing in words and demonstrating in actions that the *Customer Always Comes First*;
- Interacting at all times with the Customer with respect, courtesy, and care, whether it be providing assistance, collecting tickets, giving directions or making announcements;
- Ensuring safe operations at all times for the passengers, employees, and residents and businesses of the service area;
- Delivering available, reliable, and dependable service that will retain existing customers, attract new transit riders, help to alleviate traffic congestion, and further Caltrain's growing role in the regional transportation system;
- Empowering our employees with the ability to make decisions, by providing a safe, enjoyable, equitable, non-discriminatory work environment, and by supplying them with clean, fresh uniforms that will enable them to transfer this pride into care for the Customer;
- Maintaining open, honest, responsive communication at all levels and with all involved in the operation and maintenance and use of the Caltrain system.



These are just a few of the goals and objectives that we envision as valuable in the development of our Customer Service Plan. During initial meetings with the JPB, we will work cooperatively to expand this list.

Institute Communication Mechanisms. Once the goals and objectives have been initially established with the JPB and TASI, we will institute a variety of mechanisms to promote ongoing communication with the JPB and other effected parties. These mechanisms include, but are not limited to, similar types of tools that we have successfully employed in other commuter rail operations around the country and all over the world. The development and implementation of these tools will ensure that: 1) everyone is up-to-date on matters of importance; 2) our progress in achieving our goals and objectives of Customer Service can be evaluated as we go; and 3) we can redirect our course toward meeting and exceeding these expectations, if necessary.

Committees. We propose the development and/or maintenance of committees. Several types of committees that we have successfully participated in elsewhere and ones which we would propose to implement with the JPB include, but do not have to be limited to:

- Policy Group;
- Joint Services Committee;
- Citizen Advisory Committees.

Monthly Meetings and Progress Reports. We propose, as another tool to promote communication, that monthly meetings be held and that progress reports from these meetings be developed. We would recommend that the reports be developed subsequent to the monthly meetings and distributed to all attendees or other interested parties shortly thereafter. These reports would then be reviewed at the start of every meeting to ensure that information discussed at the previous meeting was transmitted accurately.

Topics to be discussed at the meetings would include, but not be limited to:

- Ridership information;
- On-Time performance;
- Marketing information;
- Budget information.

Communication with the Employees

Communication with the Employees focuses on specifically what it is that we will be doing to improve the Customer Experience from the aspect of the employee. While our experience with and our proposed approach to the employee communication aspect of our Customer Service Plan is multi-faceted, the essence of it can be stated rather simply:

We foster empowerment in our employees to Do the Right Thing

We believe that given a positive working environment that includes reinforcement, recognition, and realization that the employee matters, that the employee becomes empowered to Do the Right Thing, to Make the Right Decision based on the local and immediate circumstances. They're a myriad of ways in which we foster empowerment in our employees. The elements that we would implement at Caltrain are described below. Not listed below but certainly the biggest component of providing reinforcement is the employee incentive program. Our proposed enhanced incentive program is discussed above.



Reminders. The simplest form of empowering or encouraging employees comes in the posting of notices or “reminders.” We would encourage employees to post positive reinforcements of the message of Customer Service. In this simple way, all levels of the organization that pass such a message are reminded that our purpose for being in this place is to serve the customer.

Recognitions. We would also implement a program of “Atta-A-Persons” where we recognize and honor acts or situations or incidences performed by an employee that is above and beyond the call of duty. These recognitions would be posted in employee areas, as well as being announced at employee functions.

Announcements. For every commuter agency, there are sets of prescribed announcements that must be given. We believe that the manner in which they are relayed can set TASI apart from other providers. In this area, as in the arena of uniforms, we believe in meeting the letter of the law but giving the employees the freedom to express their individuality. This means that at times an employee “attempting” to express humor may in fact annoy a particular passenger, and we wholeheartedly believe in exercising restraint. Therefore, we recognize that there is a fine line between annoying passengers and being too “cookie cutter” in the manner that an announcement is made.

Uniforms and Hygiene. We discussed above that we will provide new and continually-cleaned uniforms for the employees. Beyond employees looking like a uniform staff, it is essential that proper hygiene is observed by all in the organization. Employees in direct contact with customers must be cleanly shaven, or facial hair must be trimmed neatly. Proper hygiene concerning hair and body must be practiced by all employees. These basic personal hygiene rules are simple and conducive to a healthy work environment.

Communication with the Customer

In the two sections above, we have outlined how critical it is to have every facet of the operation aligned with our philosophy of serving the customer to create the foundation upon which customer service will be built. Once the foundation is in place, it is critical to focus on some of the more fundamental elements of interacting with the customer and providing the customer with the comfort and knowledge that not only do we know what we are doing but we also care about their experience. The Communications with the Customer aspect of our communications plan is about making riding the train a pleasant and carefree experience. The customer should not have to “work” to figure out how to get on the train, which train to take, which track to wait by, where the schedule is posted, what facilities/points of interest might be adjacent or near to the station, who is an employee, etc. The passenger should walk up to the station and have every aspect of the experience perfectly clear. Our philosophy is to ease the rider onto the train with no pain.

And the focus of our philosophy is wrapped around what matters most to the Customer:

- *Availability* – When they get to the station, they want the train to be available;
- *Reliability* – When they get on the train, they want it to not break down;
- *Dependability* - When the ride the train, they want it to be on time.

So what specifics do we employ to ensure that every goal and objective of the Customer Service Plan is met and exceeded?

Every aspect of our Plan is dependent upon the strength of our corporate commitment, the satisfaction and education of our employees, and the integration of these two elements with how we communicate and interact with the passenger. We have outlined what we propose for the Caltrain service. This is presented below.



Passenger Safety. First and foremost, the customer must feel safe not only at the station but also on the train. One of our **top priorities** in this regard is the focus on the station area and inspections of stations for cleanliness, physical condition, and potential safety hazards (lighting, areas of uneven pavement, potholes, etc.). Customer Service Employees will interact with customers directly helping them with safety issues and ensuring that safety is an integral part of the “Total Commute / Community Experience”.

The result of the Customer Service Employees’ work is essentially a protective shield; it doesn’t mean that problems don’t arise but it does mean that there is someone to accept the responsibility of assuring that any incident that relates to passenger safety is resolved in the fastest and most appropriate way.

In addition to the Customer Service Employees, the Station Maintenance Contractor and all other employees are assigned with the responsibility of ensuring that stations appear safe and clean. If they see that lights are out, they will get them replaced. If they see trash, they will pick it up. If they see areas that need paving, they will direct the issue to the Facilities Manager and ensure that the matter is handled. A 24 hour hotline to the Dispatchers office would allow a report of a station or right of way defect reported to Customer Service to have immediate response.

On-Time Performance. TASI ’s total commitment is to get the passenger to their destination on time. Every aspect of our operations, from the corporate commitment to the way in which we maintain the trains goes toward this commitment. On-time performance is reflected in the way in which the rails are well-maintained, the joint use of the track is coordinated, the employees operate effectively and efficiently at each station, and many, many other minute details. Section 3.1.B.3.c, Customer Service Experience, highlights our experience with on-time performance. As shown in this section, we have outstanding on-time performance records with the sixteen passenger rail systems TASI operates.

Minimizing Delays. The issue of minimizing delays, particularly continuing operations through on-going construction and maintenance work zones, is of great significance to the customer. Our approach to this issue is straightforward: ***Minimize Delays by Maximizing Communication.***

Coordination of schedules (commuter rail, other passenger rail, freight rail) during construction and maintenance activities requires a great deal of communication and planning on the part of all parties. TASI has been extremely successful in minimizing the impact of these activities by increasing the level of communication before and during these times. In particular, we would propose to hold weekly construction meetings and enhance general communication other times during the week. We also would ensure that our operations and customer service staff attends the weekly meetings to ensure a cross-communication between the people who are doing the construction and the people who are doing the operations of the trains and working with the customers. The weekly meetings and additional on-going communication allow all parties to anticipate the unforeseen and to cooperatively work out the means of continuing to obtain on-time performance.

Obviously, construction projects can directly affect on-time performance. However, TASI has had tremendous success in coordinating and managing the many aspects of construction while also maintaining operations of the passenger rail system. When the South Florida rail corridor and Trinity Railway Express (twice) were being upgraded Herzog was challenged to develop work around schedules and operating procedures to optimize usage of the existing track and the incremental release of newly constructed track into service. The same methodology was used for the Santa Fe Expansion in New Mexico. To achieve this objective, Herzog attended weekly construction meetings with the contractors in order to understand the extent of the work to be performed and to develop operational solutions to minimize disruption to existing operations and on-time performance.

The new track construction projects in South Florida also required a corresponding signal system upgrade. TASI partner Herzog’s role in this project was to prepare the “playbook” to govern all train movement during the



times when signal aspects were not displayed. This required close communication with all train crews, dispatchers, flagmen, watchmen, construction contractors, and TASI field supervisors. TASI received recognition from the Federal Railroad Administration for its communications initiative and successful implementation of numerous track and signal system modifications without incident.

During an infrastructure improvement project for service expansion of the Trinity Railway Express, Herzog had the overall responsibility for integrating the activities of five different construction contractors at eight different construction sites to ensure the continued on-time operations of 50 trains per day. The success of Herzog's service planning can be measured by the results. During the construction period, not one train was cancelled nor were busses substituted to get around any of the construction sites.

In July, 2006 TASI became the service provider for operations of the Coaster. At the time of take-over, OTP averaged 88%. Immediately TASI began an assessment of delays, and by Fall of 2006 OTP had risen to 92%. Now, still under TASI the Coaster averages 96.5% OTP yearly. This was done by adjusting schedules to Coaster and certain Amtrak trains, tracking dispatching movements, improving response time to track and signal problems, handling passengers with disabilities and fare issues. TASI monitored work windows to ensure the least amount of impact to Coaster, Amtrak and Freight movements. Increase of special Baseball trains and Weekend summer service at cost saving increased ridership and revenue. Special event trains for holidays and emergency training awareness were held for the public.

Availability, Cleanliness, and Functioning of Equipment. The sixth component of our Customer Service Plan relates to equipment condition and reliability with an emphasis on cleanliness, as we indicated earlier in this Section 4. TASI's maintenance of equipment plan described in this Section 4 is designed to produce a higher standard of quality than the customer will notice immediately. The execution of our maintenance plans will produce reduced systems failures that impact on-time performance and customer comfort. As the cornerstone of TASI's enhanced equipment condition, TASI proposes a more rigorous cleaning program that integrates all the cleaning activities. The new cleaning program will not only significantly improve the physical environment that surrounds the Caltrain customers on-board the trains, but also introduces cost efficiencies to the JPB. Most importantly, the customers will notice and enjoy the difference.

Schedules and Service Frequency. The main ingredient in addressing the issue of schedules and service frequency is communication: receiving feedback from the customer as to what their schedule needs are and responding to this feedback through the flyers, brochures, schedules, and direct communication as to how and what changes may be made. Actual on time arrival at each station to ensure schedules are made is essential to a successful customer experience. Load capacity on trains is another important factor not only for the customer's experience, but also for safety. TASI would like to review the schedules with the JPB to determine if they can be adjusted to ensure better crew availability and equipment use.

Coordination is also essential in the development of schedules. TASI will work closely with the JPB to coordinate any activities related to scheduling with other service providers. We will assist the JPB in coordinating with the operators of feeder systems to insure that there is a high level of interagency coordination; that the "left hand knows what the right hand is doing." In these ways, we should ensure a minimal amount of disruption and dissatisfaction as a result of schedules.

In addition, our newly created positions of Customer Service will ride the trains and identify issues or problems that may affect schedule. These issues will be immediately identified and transmitted to the person responsible for resolving the problem.

Schedules, Maps, System User's Guide. TASI believes that it is critical for the customer to thoroughly understand the Caltrain system, in particular information regarding schedules and system routing. Schedules and maps need to be available at every station, as well as on the train. Employees will ensure this availability.



Conductors and Customer Service Agents at Station Facilities would carry with them pocket guides to hand out with immediate information that could assist a customer with their needs. For example, Phone numbers, Lost & Found, Customer service numbers, Taxi information and other forms of transportation numbers.

In addition, we recommend that we work closely with the JPB to distribute other types of brochures for our customers. While several different approaches to this type of literature are employed around the country, it is our belief that a comprehensive *System User's Guide* can help to familiarize customers with the system and to furnish a ready reference both before and during actual system utilization. The User's Guide which we recommend considering could include:

- Route, schedule, headway, and system hours of operation information;
- Station information, including access points and maps of the surrounding areas;
- Description of major points of interest within reasonable station proximity;
- Information about fares, ticket types, ticketing procedures, penalties for non-compliance, and how to resolve any ticketing or fare issues and concerns;
- Information about all connecting services, transfer points, transfer methodology, park and ride locations, parking procedures and policies, etc.;
- Brief description of the system, its origins and development, and its goals and objectives (tied back to those developed with the JPB);
- Brief description of the locomotives and coaches;
- Discussion of important safety issues, concerns, procedures, and policies;
- Discussion of facilities and system features available for special needs patrons;
- Important telephone numbers to call for more information.

This document, which can be the focal point of the customer information program, should be produced in English and Spanish, at a minimum, and in a manner accessible to special needs customers.

Lost and Found. TASI will provide a Lost and Found Policy that all employees will receive and be trained in. Lost and Found will have a dedicated line to allow customers to report a lost item 24 hours a day, 7 days a week. TASI has extensive experience in creating and/or upholding client lost and found policies on the 17 passenger rail services its partners operate.

Ride Quality. The essence of ensuring a high quality ride is to have constant interface between the crew and the maintenance forces. Our engineers and maintenance employees would ride the trains, write up issues with the vehicles or the track, and turn the information over to maintenance, who then would fix the problem as soon as possible. With our crew on the trains, we can immediately identify any problem that would relate to a poor ride quality and we can immediately begin to remedy the situation.

Communications / Interactions with Customers – Timely Accurate Information. This issue is one of the most important aspects of Customer Service. We believe it is imperative that the customer be given accurate information as soon as it is available. Personnel in the Dispatch office would have a direct line with the Customer Service Division to pass along information. It has been our experience that customers want to know the real reason for a delay, they want to know the length of the delay and they want constant updates. The sooner this information is communicated to them, the less likely they will be to lodge a complaint or be dissatisfied with the service. Customers generally understand that delays can occur at times and they will be accommodating of these delays in large part if they are told the truth at the beginning.



The essence of communications and interactions with customers is that there should be very little to no delay in the transmission of this information and the initiation of an appropriate response.

There are also aspects of communication with customers that go beyond simply providing them with timely and accurate information: that is the day-to-day interaction or involvement with the passenger. There are many aspects to this that TASI takes great pride in and would propose to institute at Caltrain. These include:

- *Meet/Greet.* Various levels of TASI employees, including the General Manager for TASI and we would hope, the Executive Director and Board Members and staff of the JPB, would make themselves available at stations on a periodic basis to meet and greet passengers. We would set up an area with refreshments (coffee, donuts) and spend time introducing ourselves to customers, talking with them about their experience, and asking for suggestions or recommendations on how to improve the service.
- Response to Service Disruption and assisting at stations during Bus Bridges until service is resumed. Responding to Service Disruptions would provide comfort to customers as it would show our level of commitment to providing a reliable service. When service is disrupted customers all too often feel that measures could have been taken to avoid the disruption. These responses would let them know exactly what happened, and allow them to voice their opinions, giving them a chance to be heard.
- *Uniforms.* The idea of uniforms and allowing the employees to use a little creativity and express their individuality was discussed above in the section on Employee Appearance. The essence of our philosophy regarding uniforms is that if the employee feels better and more comfortable about their attire, and it is appropriately professional yet allows some expression of the individual, than the employee will appear friendlier and more approachable and the customer will respond more positively.

Public Address. It is essential that the message communicated to the passenger is accurate and timely and informational. It is essential in the messaging that the correct message be conveyed at all times. It will be imperative again that communication occur on the highest level to ensure that accurate information is conveyed from the site of incident to the operations center to the call center and ultimately to the customer.

Services to Passengers Needing Assistance. The highlight of our proposal for providing services to passengers needing special assistance is the training we provide our employees. As discussed above, all of our employees are given a training course, which includes Customer Service Training, ADA Training, and EEO/Sensitivity Training. Each employee will successfully complete the training after being instructed in a high degree of sensitivity to the different needs of every passenger, not just those needing assistance. This includes passengers with special needs, passengers with bicycles, passengers that are young and traveling in a group or passengers attending a special event.

Services to Bicycle Customers. As with services to passengers needing assistance, we take pride in offering as much care and assistance to bicycle customers as we would to any other passenger. Our conductors are also trained in ways to speed the process of assisting a passenger with a bicycle and to ensure that properly restraining bikes for other passengers' safety and security is not affected during the process. Special consideration will be taken with respect to Caltrain's bicycle needs. Caltrain serves communities with a high percentage of bicyclists, making efficient loading and unloading of bicycles imperative to keeping the schedule. The DGM Customer Service and Support will attend or delegate another Customer Service Management authority to attend JPB Bicycle Advisory Committee meetings every two months to discuss options of integrating the bicycle services more efficiently. TASI brings a wealth of knowledge to Caltrain on the issue of keeping OTP and serving bicycle customers effectively and efficiently. The large demographic of bicyclists Caltrain services makes this a serious priority for TASI.



Services to Youth/Other Groups. We make every attempt to accommodate special requests by youth or other groups and to ensure that their experience is safe and secure and pleasurable. On Many of the services we operate we often accommodated birthday parties on the train. We helped the customer make a good choice as to what train would be most appropriate, not only for their enjoyment but to also not affect the “normal” commute passenger. Where possible, we have “roped” off separate areas for a birthday party and where appropriate made sure that chaperones coordinated activities with the train crew. We also ensure that the train crew is informed of the special activity and that they are sensitive to the needs of the youth group as well as the other customers. We would propose the same types of interactions and accommodations of youth and other groups for Caltrain.

Special Events Handling. We also pride ourselves in the way in which we commonly go above and beyond contractual obligations to meet the needs of the customer. For special events, we would ensure that advanced planning is done with all affected parties to anticipate needs of event and identify ways in which to meet those needs. We also believe that many individuals riding the train for special events are often “unseasoned” riders. We would staff up for these types of activities and make a point of having a station ambassador or company representative at the station(s) to greet the passengers and make sure they are safe.

Cleanliness and Functioning of Stations and Parking Lots. As discussed above, we have included the Station Maintenance Contractor in the Customer Service Division. A large aspect of Customer Service is the appearance of not only employees, but also stations and parking lots. While TASI employees will be responsible for cleanliness of the stations and parking lots, the Station Maintenance Contractor will share this responsibility along with the duty of maintaining the functions of the station.

Complaint Investigation and Follow-Through. We propose that an integral system be developed to register, investigate, and follow through with complaints. We would work integrally with Caltrain in this process.

Another important step in the investigation and follow-through of complaints is the dissemination of this information to our employees. We strongly believe that if our employees are well informed of the complaints we receive, they will be better prepared to address these complaints and make the necessary adjustments to provide better customer service.

Internal Service Quality Monitoring. TASI will develop and implement a Service Quality Monitoring System (SQMS) to be put into effect after approval by the JPB. This SQMS will be implemented to allow employees to see the service they are providing by riding the trains they are representing. This will promote a sense of pride to the employees when the job is done right, and inform them on what needs to be changed. The SQMS will allow management to see first-hand the efficiencies, and any deficiencies, that Caltrain has at that time.

All of these elements of our Customer Service Plan, from a new organization that truly recognizes and promotes the importance of customer service to the training, cleanliness, and incentives that are provided above and beyond what is required, and most importantly, to the emphasis on communication with the JPB, the employee, and the customer, all contribute and filter down to the attitude that permeates the organization that:

We are here to serve the customer and anything and everything that we do must lead us to serving them to the best of our abilities.

What is presented in this section is the essence of Customer Service. But as we demonstrated above, Customer Service is more than just the specific elements that are employed to make the experience better. It is a corporate and employee mentality, it is the sharing of information, it is working as a team, it is building relationships, it is planning for all possible scenarios, it is looking the part and playing the part of a Customer Service Representative, it is accepting something as your responsibility and not someone else’s, it is all of these



things integrated into a whole package. And most of all, it is remembering that the reason we are doing this is to Serve the Customer. We pride ourselves in the ways in which we customarily go above and beyond our contractual obligations to meet the needs of the customer.



Pursuant to Part 1 of the RFP, Evaluation of Proposals and Selection Process, the JPB will evaluate each Cost Proposal based upon the Estimated Grand Total Price of each Proposer's proposal. Instructions on how to complete Forms 1 through 4 are contained in Part 3, Section 2, Forms, Cost Proposal Instructions. Note that FY12 is prorated for four months from March 1 to June 30, 2012. All costs submitted for FY12 on all cost proposal forms will be for this time period.

FORM 1 - COST PROPOSAL SUMMARY		
1. Mobilization, Transition and Start-Up Costs (Forms 2A & 2B)		
	Basic Service Plan and Additional Services	\$ 2,439,966
	Estimated Total Price	\$
2. Basic Service Plan (Forms 3A, 3B, 3C, & 3D)		
a.	Fiscal Year 2012 (Estimated March 1, 2012 to June 30, 2012)	\$ 20,754,774
b.	Fiscal Year 2013	\$ 62,497,651
c.	Fiscal Year 2014	\$ 62,366,990
d.	Fiscal Year 2015	\$ 64,208,757
e.	Fiscal Year 2016	\$ 66,333,589
f.	Fiscal Year 2017	\$ 68,529,668
	Estimated Total Price	\$ 344,691,429
3. Additional Services (Forms 4A & 4B)		
a.	Fiscal Year 2012 (Estimated March 1, 2012 to June 30, 2012)	\$ 2,983,200
b.	Fiscal Year 2013	\$ 9,040,000
c.	Fiscal Year 2014	\$ 9,356,400
d.	Fiscal Year 2015	\$ 9,683,874
e.	Fiscal Year 2016	\$ 10,022,809
f.	Fiscal Year 2017	\$ 10,373,608
	Estimated Total Price	\$ 51,459,891
	ESTIMATED GRAND TOTAL PRICE	\$ 398,591,286
	(Total of Sections 1, 2 and 3 above)	

FORM 2A - MOBILIZATION COSTS

	<u>No. of Employees / Quantity</u>	<u>Fully Loaded Salary or Rate/Hour</u>	<u>Hours ST/OT</u>	<u>Total Amount</u>
BASIC SERVICE PLAN				
1. Salaries/Wages				
A. Management:				\$668,659
B. Non-Management:				\$139,053
SUBTOTAL				\$807,712
2. Per Diem				\$62,500
3. Travel and Transportation				\$40,000
4. Office Furniture/Equipment/Supplies				\$81,000
5. Utilities/Permits				\$20,000
6. Small Tools/Shop Supplies				\$53,000
7. Employee Uniforms				\$51,175
8. Employee Medical Exams				\$106,875
9. Employee Relocation Expense				\$270,000
10. Employee Training/Certification Expense				\$20,000
11. Facility Rents				\$25,000
12. Facility Leasehold/Capital Improvements				
13. Facility Relocation Expense				
14. Information System Development				\$360,000
15. Other				\$262,000
TOTAL (enter # 16 total on next page)				
16. Total Direct Cost - Basic Service Plan				\$2,159,262

FORM 2B - MOBILIZATION COSTS

	<u>No. of Employees / Quantity</u>	<u>Fully Loaded Salary or Rate/Hour</u>	<u>Hours ST/OT</u>	<u>Total Amount</u>
ADDITIONAL SERVICES				
17. Salaries/Wages				
A. Management:				
B. Non-Management:				
SUBTOTAL				
18. Per Diem				
19. Travel and Transportation				
20. Office Furniture/Equipment/Supplies				
21. Utilities/Permits				
22. Small Tools/Shop Supplies				
23. Employee Uniforms				
24. Employee Medical Exams				
25. Employee Relocation Expense				
26. Employee Training/Certification Expense				
27. Facility Rents				
28. Facility Leasehold/Capital Improvements				
29. Facility Relocation Expense				
30. Information System Development				
31. Other				
TOTALS				
32. Total Direct Cost - Additional Services				
33. Total Direct Cost (#16 + #32)				\$2,159,262
34. General and Administrative Overhead Costs (#33 x 8 %)				\$172,741
35. Mobilization Fee				\$107,963
36. TOTAL ESTIMATED MOBILIZATION COST (#33 + #34 + #35) - Enter onto Form 1				\$2,439,966

FORM 3A - BASIC SERVICE PLAN OPERATING COSTS

Use Form 3A to summarize proposed operating costs by major cost category for the Basic Service Plan (BSP). Proposed Total Costs for the operations of each Fiscal Year should correspond with the amounts indicated on Form 1. * Note that the FY2012 BSP is estimated to be from March 1 to June 30, 2012.

BASIC SERVICE PLAN - PROPOSED OPERATING COSTS									
	DIRECT COSTS					ADDITIONAL CHARGES			
	<u>Labor</u>	<u>Materials</u>	<u>Purchased Services</u>	<u>Other</u>	<u>Total</u>	<u>General and Administrative Overhead</u>	<u>Award Fee @ 80%</u>	<u>GRAND TOTAL</u>	
FY2012	\$ 13,272,313	\$ 1,677,025	\$ 1,262,802	\$ 1,990,448	\$ 18,202,588	\$ 1,352,186	\$ 1,200,000	\$ 20,754,774	
FY2013	\$ 39,804,378	\$ 5,109,993	\$ 3,847,832	\$ 6,065,828	\$ 54,828,031	\$ 4,069,620	\$ 3,600,000	\$ 62,497,651	
FY2014	\$ 38,976,758	\$ 5,288,547	\$ 3,982,284	\$ 6,469,361	\$ 54,716,950	\$ 4,050,040	\$ 3,600,000	\$ 62,366,990	
FY2015	\$ 40,339,963	\$ 5,473,513	\$ 4,121,563	\$ 6,497,345	\$ 56,432,384	\$ 4,176,374	\$ 3,600,000	\$ 64,208,757	
FY2016	\$ 41,754,061	\$ 5,665,384	\$ 4,266,043	\$ 6,725,106	\$ 58,410,594	\$ 4,322,995	\$ 3,600,000	\$ 66,333,589	
FY2017	\$ 43,215,417	\$ 5,863,668	\$ 4,415,351	\$ 6,960,479	\$ 60,454,914	\$ 4,474,754	\$ 3,600,000	\$ 68,529,668	
Total	\$ 217,362,889	\$ 29,078,129	\$ 21,895,875	\$ 34,708,566	\$ 303,045,460	\$ 22,445,969	\$ 19,200,000	\$ 344,691,429	

General and Administrative Overhead costs shall be stated both as a dollar amount and as a percentage of a total direct cost (i.e., wages and fringes, plus materials, purchased services, and other). The percentage for G&A Overhead shall be stated as a constant for the entire duration of the Agreement.

The amount of the Award Fee for each Fiscal Year shall be stated at the 80% level of the proposed Award Fee Program, and shall be shown as a constant for the purpose of stating an Award Fee amount in the proposal forms.

**FORM 3B - COST PROPOSAL DETAIL
BASIC SERVICE PLAN OPERATING COSTS
FUNCTIONAL BUDGETS FY2012-2017**

Use this form to indicate proposed Basic Service Plan costs by major functional area (cost center) over the Base Term of the Agreement.

Function	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017
Direct Administrative	\$ 925,930	\$ 2,821,360	\$ 2,919,944	\$ 3,022,069	\$ 3,128,006	\$ 3,237,483
Train & Yard Operations	\$ 6,110,936	\$ 18,620,381	\$ 19,001,129	\$ 19,665,690	\$ 20,355,061	\$ 21,067,470
Train & Yard Movement Control	\$ 683,043	\$ 2,081,274	\$ 2,153,998	\$ 2,229,333	\$ 2,307,482	\$ 2,388,241
Maintenance of Service Equipment	\$ 4,894,541	\$ 14,580,870	\$ 14,741,849	\$ 15,257,442	\$ 15,792,285	\$ 16,345,001
Revenue Collection	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance of Rail Lines	\$ 3,419,675	\$ 10,197,755	\$ 9,389,763	\$ 9,718,168	\$ 10,058,834	\$ 10,410,885
Station, Facility & Parking Lot Maintenance	\$ 1,603,678	\$ 4,805,461	\$ 5,007,149	\$ 4,983,992	\$ 5,158,704	\$ 5,339,254
Material Management	\$ 23,871	\$ 72,738	\$ 75,279	\$ 77,912	\$ 80,643	\$ 83,466
Budgets, Finance and Accounting	\$ 540,913	\$ 1,648,192	\$ 1,427,839	\$ 1,477,777	\$ 1,529,580	\$ 1,583,114
Total	\$ 18,202,588	\$ 54,828,031	\$ 54,716,950	\$ 56,432,384	\$ 58,410,594	\$ 60,454,914
General & Administrative Overhead (8%)	\$ 1,352,186	\$ 4,069,620	\$ 4,050,040	\$ 4,176,374	\$ 4,322,995	\$ 4,474,754
Subtotal	\$ 19,554,774	\$ 58,897,651	\$ 58,766,990	\$ 60,608,757	\$ 62,733,589	\$ 64,929,668
Performance Fee @ 80%	\$ 1,200,000	\$ 3,600,000	\$ 3,600,000	\$ 3,600,000	\$ 3,600,000	\$ 3,600,000
Subtotal	\$ 20,754,774	\$ 62,497,651	\$ 62,366,990	\$ 64,208,757	\$ 66,333,589	\$ 68,529,668
ESTIMATED GRAND TOTAL	\$ 20,754,774	\$ 62,497,651	\$ 62,366,990	\$ 64,208,757	\$ 66,333,589	\$ 68,529,668

**FORM 3C - COST PROPOSAL DETAIL
BASIC SERVICE PLAN OPERATING COSTS
FUNCTIONAL BUDGET FY2012**

Use this form to indicate proposed FY2012 Basic Service Plan functional budgets by major cost category and Functional Area (cost center). Entries shown below should represent a "roll up" of all costs budgeted.

FY2012 Cost Category					
	Labor	Material	Purchased Services	Other	Total Direct Costs
Direct Administrative	\$ 300,901	\$ -	\$ 120,088	\$ 504,941	\$ 925,930
Train & Yard Operations	\$ 5,785,479	\$ -	\$ 20,400	\$ 305,057	\$ 6,110,936
Train & Yard Movement Control	\$ 675,342	\$ -	\$ -	\$ 7,701	\$ 683,043
Maintenance of Service Equipment	\$ 3,318,054	\$ 1,183,542	\$ 264,452	\$ 128,492	\$ 4,894,541
Revenue Collection	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance of Rail Lines	\$ 2,259,119	\$ 386,363	\$ 314,341	\$ 459,852	\$ 3,419,675
Station, Facility & Parking Lot Maintenance	\$ 411,476	\$ 107,119	\$ 543,521	\$ 541,563	\$ 1,603,678
Material Management	\$ -	\$ -	\$ -	\$ 23,871	\$ 23,871
Budgets, Finance & Accounting	\$ 521,941	\$ -	\$ -	\$ 18,972	\$ 540,913
Estimated Total	\$ 13,272,313	\$ 1,677,025	\$ 1,262,802	\$ 1,990,448	\$ 18,202,588

**FORM 3D - COST PROPOSAL DETAIL
BASIC SERVICE PLAN OPERATING COSTS
FUNCTIONAL BUDGET FY2013**

Use this form to indicate proposed FY2013 Basic Service Plan functional budgets by major cost category and Functional Area (cost center). Entries shown below should represent a "roll up" of all costs budgeted.

FY2013 Cost Category					
	Labor	Material	Purchased Services	Other	Total Direct Costs
Direct Administrative	\$ 916,860	\$ -	\$ 365,915	\$ 1,538,585	\$ 2,821,360
Train & Yard Operations	\$ 17,628,696	\$ -	\$ 62,160	\$ 929,525	\$ 18,620,381
Train & Yard Movement Control	\$ 2,057,808	\$ -	\$ -	\$ 23,465	\$ 2,081,274
Maintenance of Service Equipment	\$ 9,777,224	\$ 3,606,323	\$ 805,800	\$ 391,522	\$ 14,580,869
Revenue Collection	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance of Rail Lines	\$ 6,660,656	\$ 1,177,272	\$ 957,816	\$ 1,402,011	\$ 10,197,755
Station, Facility & Parking Lot Maintenance	\$ 1,172,750	\$ 326,398	\$ 1,656,140	\$ 1,650,173	\$ 4,805,461
Material Management	\$ -	\$ -	\$ -	\$ 72,738	\$ 72,738
Budgets, Finance & Accounting	\$ 1,590,384	\$ -	\$ -	\$ 57,809	\$ 1,648,192
Estimated Total	\$ 39,804,378	\$ 5,109,993	\$ 3,847,832	\$ 6,065,828	\$ 54,828,030

FORM 4A - PROPOSED ADDITIONAL SERVICES COSTS

Use this form to summarize proposed costs for Additional Services. Proposed costs for each Fiscal Year should correspond with the amounts indicated on Form 1.

For purposes of evaluation only and to aid Proposers in their cost proposal submittal, Additional Services expenditures are assumed at \$8,000,000 in Fiscal Year 2013 with an annual escalation of 3.5%. FY2012 is prorated to indicate expenditures from March 1 to June 30, 2012.

ADDITIONAL SERVICES				
	<u>Annual Costs</u>	<u>G&A Overhead</u>	<u>Maximum Fixed Fee</u>	<u>GRAND TOTAL</u>
FY2012	\$ 2,640,000	\$ 211,200	\$ 132,000	\$ 2,983,200
		8%	5%	
FY2013	\$ 8,000,000	\$ 640,000	\$ 400,000	\$ 9,040,000
		8%	5%	
FY2014	\$ 8,280,000	\$ 662,400	\$ 414,000	\$ 9,356,400
		8%	5%	
FY2015	\$ 8,569,800	\$ 685,584	\$ 428,490	\$ 9,683,874
		8%	%	
FY2016	\$ 8,869,743	\$ 709,579	\$ 443,487	\$ 10,022,809
		8%	5%	
FY2017	\$ 9,180,184	\$ 734,415	\$ 459,009	\$ 10,373,608
		8%	5%	
Estimated Total	\$ 45,539,727			\$ 51,459,891

General and Administrative Overhead costs and Fixed Fee shall be stated both as a dollar amount and as a percentage of total cost (i.e., wages and fringes, plus materials, purchased services, equipment, and other). The percentage for G&A Overhead costs shall be stated as a constant for the entire duration of the Agreement. The Fixed Fee percentage shall be stated as a maximum; however, the Fixed Fee percentage shall be negotiated for each Work Directive up to the maximum percentage stated on this form.

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
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PARENT ITEM 300
 Description = FORM 2A - MOBILIZATION COSTS Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 300:

PARENT ITEM 315
 Description = WAGES Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 315:

BID ITEM = 320 Land Item SCHEDULE: 1 100
 Description = MANAGEMENT WAGES Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

320	MANAGEMENT WAGES	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC	0000
90MM	Other Management M	1.00	LS	62,800.000			62,800			62,800
M1A	General Manager	0.42	873.60 MH	108.170	135,385					135,385
M1B	Administrative Assist	0.42	873.60 MH	28.850	38,393					38,393
M1C	Deputy GM, Safety, T	0.20	400.00 MH	48.070	30,085					30,085
M1F	Manager Employee D	0.42	840.00 MH	48.080	57,332					57,332
M1G	Labor Relations Offic	0.42	873.60 MH	48.080	59,626					59,626
M2A	Deputy General Mana	0.20	190.48 MH	72.120	20,978					20,978
M2C	Superintendent Track	0.20	400.00 MH	52.880	29,578					29,578
M3A	Deputy GM Maint of	0.20	400.00 MH	69.710	42,855					42,855
M4A	Deputy GM Operatio	0.42	873.60 MH	69.710	92,965					92,965
M6B1	Deputy GM Cust Serv	0.20	400.00 MH	64.900	37,866					37,866
M6B2	Manager Stations & F	0.20	190.48 MH	43.270	13,224					13,224
M8A	Deputy GM Admin &	0.27	560.00 MH	62.500	47,572					47,572
\$668,659.04	6,875.3600 MH/LS	6,875.36	MH	[414192.71]	605,859		62,800			668,659
		0.0001	Unit/M		605,859.04		62,800.00			668,659.04

=====> Item Totals: 320 - MANAGEMENT WAGES
 \$668,659.04 6,875.3600 MH/LS 6,875.36 MH [414192.71] 605,859 62,800 668,659
 668,659.040 1 LS 605,859.04 62,800.00 668,659.04

BID ITEM = 330 Land Item SCHEDULE: 1 100
 Description = NON-MANAGEMENT WAGES Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

330	NON-MANAGEMENT WAGES	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9NMW	NON MANAGEMEN	1.00	LS	139,053.000			139,053			139,053

=====> Item Totals: 330 - NON-MANAGEMENT WAGES
 \$139,053.00 [] 139,053 139,053

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-Ment	Contrac	Total
BID ITEM = 330			Land Item	SCHEDULE: 1			100			
Description = NON-MANAGEMENT WAGES			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000		
139,053.000		1 LS				139,053.00				139,053.00

Total of Above Sub-Biditems

=====> Item Totals:	315	- WAGES								
\$807,712.04	6,875.3600	MH/LS	6,875.36	MH	[414192.71]	605,859	201,853			807,712
807,712.040		1 LS				605,859.04	201,853.00			807,712.04

PARENT ITEM 340			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
Description = NON WAGE COSTS										

Listing of Sub-Biditems of Parent Item 340:

BID ITEM = 345			Land Item	SCHEDULE: 1			100			
Description = PER DIEM			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000		

345	PER DIEM		Quan:	1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000		
9PD	PER DIEM	1.00	LS	62,500.000			62,500			62,500

=====> Item Totals:	345	- PER DIEM								
\$62,500.00					[]		62,500			62,500
62,500.000		1 LS					62,500.00			62,500.00

BID ITEM = 350			Land Item	SCHEDULE: 1			100			
Description = TRAVEL & TRANSPORTATION			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000		

350	TRAVEL & TRANSPORTATION		Quan:	1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000		
9TT	TRAVEL & TRANS	1.00	LS	40,000.000			40,000			40,000

=====> Item Totals:	350	- TRAVEL & TRANSPORTATION								
\$40,000.00					[]		40,000			40,000
40,000.000		1 LS					40,000.00			40,000.00

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 360 Land Item SCHEDULE: 1 100
 Description = OFFICE FURNITURE/EQ/SUPPLIES Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

360	OFFICE FURNITURE/EQ/SUPPLIES	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
90FES	OFFICE FURNITUR	1.00	LS	81,000.000			81,000			81,000

=====> Item Totals: 360 - OFFICE FURNITURE/EQ/SUPPLIES
 \$81,000.00 [] 81,000 81,000
 81,000.00 1 LS 81,000.00 81,000.00

BID ITEM = 365 Land Item SCHEDULE: 1 100
 Description = UTILITIES/PERMITS Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

365	UTILITIES/PERMITS	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
9UP	UTILITIES/PERMIT	1.00	LS	20,000.000			20,000			20,000

=====> Item Totals: 365 - UTILITIES/PERMITS
 \$20,000.00 [] 20,000 20,000
 20,000.00 1 LS 20,000.00 20,000.00

BID ITEM = 370 Land Item SCHEDULE: 1 100
 Description = SMALL TOOLS/SHOP SUPPLIES Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

370	SMALL TOOLS/SHOP SUPPLIES	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
9TSS	SMALL TOOLS/SH	1.00	LS	53,000.000			53,000			53,000

=====> Item Totals: 370 - SMALL TOOLS/SHOP SUPPLIES
 \$53,000.00 [] 53,000 53,000
 53,000.00 1 LS 53,000.00 53,000.00

BID ITEM = 375 Land Item SCHEDULE: 1 100
 Description = EMPLOYEE UNIFORMS Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

375	EMPLOYEE UNIFORMS	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
9EU	EMPLOYEE UNIFO	1.00	LS	51,175.000			51,175			51,175

=====> Item Totals: 375 - EMPLOYEE UNIFORMS
 \$51,175.00 [] 51,175 51,175
 51,175.00 1 LS 51,175.00 51,175.00

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 380 Land Item SCHEDULE: 1 100
 Description = EMPLOYEE MEDICAL EXAMS Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

380	EMPLOYEE MEDICAL EXAMS	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
9EME	EMPLOYEE MEDIC	1.00	LS	106,875.000	106,875					106,875

=====> Item Totals: 380 - EMPLOYEE MEDICAL EXAMS
 \$106,875.00 [] 106,875 106,875
 106,875.00 1 LS 106,875.00 106,875.00

BID ITEM = 385 Land Item SCHEDULE: 1 100
 Description = EMPLOYEE RELOCATION EXPENSE Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

385	EMPLOYEE RELOCATION EXPENSE	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
9ERE	EMPLOYEE RELOC	1.00	LS	270,000.000	270,000					270,000

=====> Item Totals: 385 - EMPLOYEE RELOCATION EXPENSE
 \$270,000.00 [] 270,000 270,000
 270,000.00 1 LS 270,000.00 270,000.00

BID ITEM = 390 Land Item SCHEDULE: 1 100
 Description = EMPLOYEE TRAINING/CERTIFICATE EXP Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

390	EMPLOYEE TRAINING/CERTIFICATE	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
9ETCE	EMPLOYEE TRAINI	1.00	LS	20,000.000	20,000					20,000

=====> Item Totals: 390 - EMPLOYEE TRAINING/CERTIFICATE EXPENSE
 \$20,000.00 [] 20,000 20,000
 20,000.00 1 LS 20,000.00 20,000.00

BID ITEM = 395 Land Item SCHEDULE: 1 100
 Description = FACILITIES RENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

395	FACILITIES RENT	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000				
9FR	FACILITIES RENT	1.00	LS	25,000.000	25,000					25,000

=====> Item Totals: 395 - FACILITIES RENT
 \$25,000.00 [] 25,000 25,000
 25,000.00 1 LS 25,000.00 25,000.00

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
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BID ITEM = 400 Land Item SCHEDULE: 1 100
 Description = FACILITY LEASEHOLD/CAPITAL IMPROV Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

There are no activities in this biditem.

BID ITEM = 405 Land Item SCHEDULE: 1 100
 Description = FACILITY RELOCATION EXPENSE Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

There are no activities in this biditem.

BID ITEM = 410 Land Item SCHEDULE: 1 100
 Description = INFORMATION SYSTEM DEVELOPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

410	INFORMATION SYSTEM DEVELOPME	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC 0000	
9ISD	INFORMATION SY	1.00	LS	360,000.000	360,000		360,000

=====> Item Totals: 410 - INFORMATION SYSTEM DEVELOPMENT
 \$360,000.00 [] 360,000 360,000
 360,000.000 1 LS 360,000.00 360,000.00

BID ITEM = 415 Land Item SCHEDULE: 1 100
 Description = OTHER Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

415	OTHER	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC 0000	
9OTH	OTHER	1.00	LS	262,000.000	262,000		262,000

=====> Item Totals: 415 - OTHER
 \$262,000.00 [] 262,000 262,000
 262,000.000 1 LS 262,000.00 262,000.00

Total of Above Sub-Biditems

=====> Item Totals: 340 - NON WAGE COSTS
 \$1,351,550.00 [] 1,351,550 1,351,550
 1,351,550.000 1 LS 1,351,550.00 1,351,550.00

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
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BID ITEM = 450 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAR @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

05	GENERAL & ADMIN OVERHEAR @ 8%	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000			
9GOH	GENERAL & ADMI	1.00	LS	172,741.000			172,741		172,741

=====> Item Totals: 450 - GENERAL & ADMIN OVERHEAR @ 8%
 \$172,741.00 [] 172,741 172,741
 172,741.000 1 LS 172,741.00 172,741.00

BID ITEM = 475 Land Item SCHEDULE: 1 100
 Description = MOBILIZATION FEE @ 5% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

15	MOBILIZATION FEE @ 5%	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000			
9MOBF	MOBILIZATION FE	1.00	LS	107,963.000			107,963		107,963

=====> Item Totals: 475 - MOBILIZATION FEE @ 5%
 \$107,963.00 [] 107,963 107,963
 107,963.000 1 LS 107,963.00 107,963.00

Total of Above Sub-Biditems

=====> Item Totals: 300 - FORM 2A - MOBILIZATION COSTS
 \$2,439,966.04 6,875.3600 MH/LS 6,875.36 MH [414192.71] 605,859 1,834,107 2,439,966
 2,439,966.040 1 LS 605,859.04 1,834,107.00 2,439,966.04

PARENT ITEM 500
 Description = FORM 3C - COST PROPOSAL DETAIL YR 2 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 500:

BID ITEM = 600 Land Item SCHEDULE: 1 100
 Description = DIRECT ADMINISTRATIVE YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan: 0.34	LS	Hrs/Shft: 8.00	Cal 40	WC0000			
M1A	General Manager	0.88	622.34	MH	108.170	96,446			96,446
M1B	Administrative Assist	1.00	707.20	MH	28.850	31,080			31,080

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 600			Land Item	SCHEDULE: 1			100			
Description = DIRECT ADMINISTRATIVE YR 2012			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
M1C	Deputy GM, Safety, T	0.88	622.34 MH	48.070	46,807					46,807
M1E	Safety Specialist	0.88	622.34 MH	36.060	33,305					33,305
M1E1	Operating Rules Exa	1.00	707.20 MH	38.460	44,995					44,995
M1G	Labor Relations Offic	1.00	707.20 MH	48.080	48,268					48,268
\$300,901.09	11,731.2352 MH/LS	3,988.62	MH	[591999.382]	300,901					300,901
		0.0001	Unit/M		885,003.21					885,003.21

20	Purchased Services	Quan:	0.34 LS	Hrs/Shft:	10.00	Cal 50	WC0000
4232A	MIS Software Mainte	0.34	LS	25,000.000		8,500	8,500
4232B	Computer Equipment	0.34	LS	10,000.000		3,400	3,400
4232C	Consulting	0.34	LS	50,000.000		17,000	17,000
4232D	Legal & Audit	0.34	LS	75,000.000		25,500	25,500
423E	Passenger Count	0.34	YR	180,000.000		61,200	61,200
423F	Security Expenses	4.08	MON	1,100.000		4,488	4,488
\$120,088.00				[]		120,088	120,088
						353,200.00	353,200.00

30	Other	Quan:	0.34 LS	Hrs/Shft:	10.00	Cal 50	WC0000
9A	Vehicle Expense	0.34	LS	521,751.000		177,395	177,395
9B	Excess Comm Auto L	0.34	YR	42,000.000		14,280	14,280
9C	Comm Auto Liability	0.34	YR	118,000.000		40,120	40,120
9D	Third Party Claims A	0.34	YR	250,000.000		85,000	85,000
9E	RR Protective Ins	0.34	YR	99,492.800		33,828	33,828
9FA	Pollution Liability Ins	0.34	YR	29,790.640		10,129	10,129
9G	Crime Insurance	0.34	YR	11,000.000		3,740	3,740
9H	Telephone	4.08	MON	3,000.000		12,240	12,240
9I	Radio Maintenance	0.34	LS	5,000.000		1,700	1,700
9J	Data Transmissions	4.08	MON	1,700.000		6,936	6,936
9K	Software	17.68	EA	52.000		919	919
9L	Office Utilities	0.00	MON	0.000			
9M	Office Supplies	4.08	MON	1,000.000		4,080	4,080
9N	Books & Subscription	4.08	MON	300.000		1,224	1,224
9O	Delivery & Distributi	0.34	MON	10,000.000		3,400	3,400
9P	Dues	0.34	LS	5,000.000		1,700	1,700
9Q	Printing	4.08	EA	500.000		2,040	2,040
9R	Postage	4.08	MON	1,500.000		6,120	6,120
9S	Forms & Supplies	4.08	MON	500.000		2,040	2,040
9T	Janitorial Services	4.08	MON	500.000		2,040	2,040
9U	Relocation Expense	0.34	EA	15,000.000		5,100	5,100
9V	Consultants	0.34	LS	14,400.000		4,896	4,896
9W	Bonding	0.34	EA	40,000.000		13,600	13,600
9X	Travel	1.36	EA	1,100.000		1,496	1,496
9Y	Building Maintenance	0.00	MON	0.000			
9Z1	Meetings & Seminars	2.04	EA	1,500.000		3,060	3,060
9Z2	Employee & Develop	0.34	EA	30,000.000		10,200	10,200

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 600 Land Item SCHEDULE: 1 100 Description = DIRECT ADMINISTRATIVE YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000										
9Z3	Safety	2.38	EA	250.000			595			595
9Z4	Office Equipment	0.34	LS	8,400.000			2,856			2,856
9Z5	Miscellaneous Expens	4.08	MON	1,250.000			5,100			5,100
9Z6	Mobile Phones	693.60	MON	70.800			49,107			49,107
\$504,940.95				[]			504,941			504,941
							1,485,120.44			1,485,120.44
=====> Item Totals: 600 - DIRECT ADMINISTRATIVE YR 2012 \$925,930.04 3,988.6200 MH/LS 3,988.62 MH [201279.79] 300,901 504,941 120,088 925,930 925,930.040 1 LS 300,901.09 504,940.95 120,088.00 925,930.04										
BID ITEM = 700 Land Item SCHEDULE: 1 100 Description = TRAIN & YARD OPERATIONS 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000										
10	Management			Quan: 0.34	LS	Hrs/Shft: 8.00	Cal 40	WC0000		
M4A	Deputy GM Operatio	1.00	707.20	MH	69.710	75,258				75,258
M4A1	Manager Field Operat	2.00	1,414.40	MH	57.690	122,229				122,229
M4D	Transportation Supr (	6.00	4,243.20	MH	41.830	256,748				256,748
M4E	Transportation Supr (	2.00	1,414.40	MH	41.830	85,877				85,877
\$540,112.09	22,880.0000 MH/LS	7,779.20	MH	[1081038.412]	540,112					540,112
					1,588,564.97					1,588,564.97
20	San Jose/Gilroy			Quan: 0.34	LS		Cal 10	WC0000		
9BLET	BLET CERT ENTIT	0.34	LS	59,927.000			20,375			20,375
9UTU	UTU Prod pay/Red C	0.34	LS	147,520.000			50,157			50,157
N06A	Engineers	31.00	21,923.20	MH	37.190	1,322,733				1,322,733
N06D	Conductors	25.00	17,680.00	MH	31.230	912,232				912,232
N06E	Conductors - XBD	7.00	4,950.40	MH	31.230	255,425				255,425
N06F	Assistant Conductors	30.00	21,216.00	MH	26.640	951,906				951,906
\$3,512,828.37	193,440.0000 MH/LS	65,769.60	MH	[6783612.706]	3,442,296		70,532			3,512,828
					10,124,401.15		207,447.00			10,331,848.15
30	San Francisco			Quan: 0.34	LS		Cal 10	WC0000		
9ODR	OVERTIME DUE T	0.34	LS	0.000						
9UTU	UTU Prod pay/Red C	0.34	LS	69,150.000			23,511			23,511
N07A	Engineers	16.00	11,315.20	MH	37.190	682,701				682,701
N07C	Conductors	16.00	11,315.20	MH	31.230	583,828				583,828
N07E	Assistant Conductors	16.00	11,315.20	MH	26.640	507,683				507,683
N07G	Clerk	1.00	707.20	MH	23.870	28,858				28,858
\$1,826,581.97	101,920.0000 MH/LS	34,652.80	MH	[3550637.265]	1,803,071		23,511			1,826,582
					5,303,149.91		69,150.00			5,372,299.91

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 700 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD OPERATIONS 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

35	Purchased Services			Quan: 0.34	LS	Hrs/Shft: 10.00	Cal 50	WC 0000		
431A	Safety Training Class	4.08	MON	5,000.000					20,400	20,400

40	OTHER			Quan: 0.34	LS	Hrs/Shft: 10.00	Cal 50	WC 0000		
9TYO1	Uniform Cleaning - SJ	1,679.60	EA	10.500				17,636		17,636
9TYO11	Uniform Cleaning - S	1,113.84	EA	10.500				11,695		11,695
9TYO2	Taxi Serivce	353.60	EA	20.000				7,072		7,072
9TYO22	Operating Timetables	88.40	EA	10.000				884		884
9TYO3	Crew Transportation	212.50	EA	200.000				42,500		42,500
9TYO4	Employee Physicals	30.60	EA	200.000				6,120		6,120
9TYO44	Drug Testing	68.00	EA	75.000				5,100		5,100
9TYO5	Travel	3.40	EA	1,000.000				3,400		3,400
9TYO55	Safety Equipment	53.72	EA	200.000				10,744		10,744
9TYO6	Radio Eq Repair & M	644.64	MON	10.000				6,446		6,446
9TYO66	Office Supplies	4.08	MON	500.000				2,040		2,040
9TYO7	Computer Eq Supplie	4.08	MON	200.000				816		816
9TYO77	Form Supplies	4.08	MON	250.000				1,020		1,020
9TYO8	Postage/Delivery	4.08	MON	100.000				408		408
9TYO88	Bio Hazard Disposal	4.08	MON	6,000.000				24,480		24,480
9TYO99	Misc	0.34	LS	50,000.000				17,000		17,000
9TYO999	Crew Lodging	89.42	DAY	600.000				53,652		53,652
\$211,013.52				[]				211,014		211,014
								620,628.00		620,628.00

=====> Item Totals: 700 - TRAIN & YARD OPERATIONS 2012
 \$6,110,935.95 108,201.6000 MH/LS 108,201.60 MH [3881198.05] 5,785,479 305,057 20,400 6,110,936
 6,110,935.950 1 LS 5,785,479.45 305,056.50 20,400.00 6,110,935.95

BID ITEM = 800 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD MOVEMENT CONTROL Y Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management			Quan: 0.34	LS	Hrs/Shft: 8.00	Cal 40	WC 0000		
M5A	Director Train Operati	1.00	707.20	MH	57.690	60,265				60,265
M5B	Mgr, Train Operation	4.00	2,828.80	MH	39.900	165,173				165,173
M5D	Supv. Train Oper/Dis	8.00	5,657.60	MH	35.100	295,561				295,561
\$520,998.73		27,040.0000	MH/LS	9,193.60	MH	[1036027.206]			520,999	520,999
						1,532,349.21				1,532,349.21

20	Non-Management			Quan: 0.34	LS		Cal 7.5	WC 0000		
N08B	Visual Messaging Cle	5.00	3,536.00	MH	26.640	154,344				154,344
\$154,343.74		10,400.0000	MH/LS	3,536.00	MH	[297835.206]				154,344

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 800 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD MOVEMENT CONTROL Y Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 0.0001 Unit/M 453,952.18 453,952.18

30 OTHER										
Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000										
9TYM1	Office Supplies	4.08	MON	200.000				816		816
9TYM11	Postage & Shipping	4.08	MON	100.000				408		408
9TYM2	Mobile Phones	0.00	MON	0.000						
9TYM22	Courses & Seminars	4.08	MON	500.000				2,040		2,040
9TYM3	Forms & Suppliers	4.08	EA	250.000				1,020		1,020
9TYM33	Misc	4.08	MON	500.000				2,040		2,040
9TYM4	Drug Testing	2.04	EA	75.000				153		153
9TYM5	Physicals	6.12	EA	200.000				1,224		1,224
\$7,701.00				[]				7,701		7,701
								22,650.00		22,650.00

=====> Item Totals: 800 - TRAIN & YARD MOVEMENT CONTROL YR 2012
 \$683,043.47 12,729.6000 MH/LS 12,729.60 MH [453513.22] 675,342 7,701 683,043
 683,043.470 1 LS 675,342.47 7,701.00 683,043.47

BID ITEM = 900 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQ YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management										
Quan: 0.34 LS Hrs/Shft: 8.00 Cal 40 WC0000										
M3A	Deputy GM Maint of	1.00	707.20	MH	69.710	75,767				75,767
M3B	Sr. Manager Eq Maint	1.00	707.20	MH	49.040	54,016				54,016
M3C	Manager of Eq Maint	2.00	1,414.40	MH	43.270	88,334				88,334
M3F	Equip. Supervisor	8.00	5,657.60	MH	34.620	291,951				291,951
\$510,068.39	24,960.0000 MH/LS	8,486.40	MH	[1003080]	510,068					510,068
					1,500,201.15					1,500,201.15

20 Non-Mgmt - San Francisco										
Quan: 0.34 LS Cal 7.5 WC0000										
N03B	Electrician	7.00	4,950.40	MH	25.840	210,433				210,433
N03D	Carman	7.00	4,950.40	MH	25.840	210,433				210,433
N03E	Coach Cleaner	9.00	6,364.80	MH	20.420	221,352				221,352
N03G	Laborer	4.00	2,828.80	MH	21.610	103,180				103,180
N03H	Clerk	1.00	707.20	MH	19.900	24,070				24,070
\$769,468.09	58,240.0000 MH/LS	19,801.60	MH	[1457603.706]	769,468					769,468
					2,263,141.44					2,263,141.44

30 Non-Mgmt - San Jose										
Quan: 0.34 LS Cal 7.5 WC0000										
N04B	Electrician	11.00	7,779.20	MH	25.840	330,680				330,680
N04C	Machinist	12.00	8,486.40	MH	25.840	360,742				360,742
N04D	Carman	13.00	9,193.60	MH	25.840	390,803				390,803

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 900 Land Item SCHEDULE: 1 100 Description = MAINTENANCE OF SERVICE EQ YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000										
N04E	Coach Cleaner	18.00	12,729.60 MH	20.420	442,705					442,705
N04G	Laborer	9.00	6,364.80 MH	21.610	232,156					232,156
N04H	Clerk	1.00	707.20 MH	19.900	24,070					24,070
N04J	Sheet Metal Technicia	1.00	707.20 MH	26.840	31,070					31,070
N04K	Sheet Metal Mechanic	1.00	707.20 MH	25.840	30,062					30,062
N04L	Electrician Technician	1.00	707.20 MH	32.250	36,527					36,527
N04M	Air Cond/Refrig Main	1.00	707.20 MH	25.840	30,062					30,062
\$1,908,876.97	141,440.0000 MH/LS	48,089.60 MH	[3628938.559]	1,908,877						1,908,877
				5,614,344.03						5,614,344.03
40 Non-Mgmt - Gilroy Quan: 0.34 LS Cal 7.5 WC0000										
N05C	Carman	1.00	707.20 MH	25.840	30,062					30,062
N05D	Coach Cleaner	3.00	2,121.60 MH	20.420	73,784					73,784
N05F	Laborer	1.00	707.20 MH	21.610	25,795					25,795
\$129,641.02	10,400.0000 MH/LS	3,536.00 MH	[243075.559]	129,641						129,641
		0.0001 Unit/M		381,297.12						381,297.12
50 Materials Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000										
2224A	Material Cost@102%	199.92 EA	5,804.000	1,183,542						1,183,542
60 Purchased Services Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000										
4236A	Stand by power	0.34 LS	12,000.000					4,080	4,080	
4236B	Building Maint	0.34 LS	30,000.000					10,200	10,200	
4236C	Outside Fabrication	0.34 LS	30,000.000					10,200	10,200	
4236CC	HVAC Overhauls	0.34 LS	188,800.000					64,192	64,192	
4236F	Electronic Repair Ser	0.34 LS	46,000.000					15,640	15,640	
423H	Misc Mnx Servs-car	0.34 LS	30,000.000					10,200	10,200	
423I	COTS	0.34 LS	441,000.000					149,940	149,940	
\$264,452.00			[]					264,452	264,452	
								777,800.00	777,800.00	
70 OTHER Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000										
93A	Off Road Veh Maint/	0.34 LS	30,000.000					10,200	10,200	
93B	Office Supplies	4.08 MON	1,200.000					4,896	4,896	
93C	Safety Supplies	40.80 EA	250.000					10,200	10,200	
93D	Misc Tools, eq, & rep	31.62 EA	600.000					18,972	18,972	
93E	Facility Repair/Impro	4.08 MON	2,000.000					8,160	8,160	
93F	Oxygen & Burning G	4.08 MON	100.000					408	408	
93G	Bottled Water	46,920.00 EA	0.500					23,460	23,460	
93H	Postage	4.08 MON	75.000					306	306	
93I	Travel (Admin)	2.04 EA	2,500.000					5,100	5,100	
93J	Courses & Seminars (	31.62 EA	400.000					12,648	12,648	
93K	Medical Costs	0.34 LS	2,625.000					893	893	
93L	Delivery/Distribution	0.34 LS	10,000.000					3,400	3,400	
93M	Maint of Misc Eq	4.08 MON	1,000.000					4,080	4,080	

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 900			Land Item	SCHEDULE: 1			100			
Description = MAINTENANCE OF SERVICE EQ YR 2012			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
93N	Office Equipment	0.34	YR	10,000.000			3,400			3,400
93O	Office Eq Repairs	4.08	MON	200.000			816			816
93P	Forms-Supplies	4.08	MON	1,000.000			4,080			4,080
93Q	Meetings	4.08	EA	400.000			1,632			1,632
93R	Uniforms	1,980.16	WK	8.000			15,841			15,841
\$128,491.78				[]			128,492			128,492
							377,917.00			377,917.00

=====> Item Totals: 900 - MAINTENANCE OF SERVICE EQ YR 2012
 \$4,894,540.64 79,913.6000 MH/LS 79,913.60 MH [2153117.26] 3,318,054 1,183,542 128,492 264,452 4,894,541
 4,894,540.640 1 LS 3,318,054.47 1,183,542.39 128,491.78 264,452.00 4,894,540.64

BID ITEM = 1000 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 0.34 LS Hrs/Shft: 8.00 Cal 40 WC0000
 M6A1 District Manager Stati 0.00 MH 36.060
 \$0.00 []

20 Station Operations Quan: 0.34 LS Cal 7.5 WC0000
 N10A Ticket Agent - Lead 0.00 MH 25.310
 N10B Accounting Clerk 0.00 MH 25.310
 N10C Ticket Clerk 0.00 MH 25.310
 N10D Reduced Pay Ticket C 0.00 MH 25.310
 N10E Ticket Agent 0.00 MH 25.310
 N10F Extra Board Ticket A 0.00 MH 25.310
 N10G Ticket/Accounting Cl 0.00 MH 25.310
 \$0.00 []

=====> Item Totals: 1000 - REVENUE COLLECTION YR 2012
 \$0.00 []
 0.000 1 LS

BID ITEM = 1050 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 1050 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management										
Quan: 0.34 LSD Hrs/Shft: 8.00 Cal 40 WC0000										
M2A	Deputy General Mana	0.88	622.34	MH	72.120	68,541				68,541
M2B	Superintendent C&S	0.88	622.34	MH	52.880	46,020				46,020
M2C	Superintendent Track	0.88	622.34	MH	52.880	46,020				46,020
M2D	Staff Engineer	0.88	622.34	MH	38.460	35,258				35,258
M2G	Track/ B&B Inspector	5.00	3,536.00	MH	43.270	220,835				220,835
M2H	Manager Commuter O		0.00	MH	37.500					
M2I	Finance Analyst		0.00	MH	32.210					
M2J	Inventory Control Spe		0.00	MH	34.130					
\$416,672.99	17,721.6470 MH/LSD	6,025.36	MH	[845999.294]	416,673					416,673
		0.0001	Unit/M		1,225,508.79					1,225,508.79

20 Non-Management										
Quan: 0.34 LS Cal 15 WC0000										
9LAI	Labor Agt Incentive		0.34	LS	0.000					
N01C	Foreman - Track/B&	8.00	5,657.60	MH	29.880	287,686				287,686
N01D	Trackman/Laborer	12.00	8,486.40	MH	23.880	353,837				353,837
N01E	Operator A/Tamper/R	3.00	2,121.60	MH	25.610	94,060				94,060
N01H	Operator B/RR Equip	5.00	3,536.00	MH	24.460	153,350				153,350
N01I	Welder	1.00	707.20	MH	27.880	34,360				34,360
N01J	Welder Helper	1.00	707.20	MH	22.420	28,469				28,469
N01K	RR Equip. Mech. (Re	1.00	707.20	MH	28.430	34,954				34,954
N01L	RR Equip. Oiler (Rep	1.00	707.20	MH	24.550	30,767				30,767
N01M	Clerk	2.00	1,414.40	MH	19.900	51,499				51,499
N01MM	Truck Driver	1.00	707.20	MH	24.600	30,821				30,821
\$1,099,803.10	72,800.0000 MH/LS	24,752.00	MH	[2134644.706]	1,099,803					1,099,803
					3,234,715.00					3,234,715.00

30 Communications & Signals										
Quan: 0.34 LS Cal 15 WC0000										
9LAI	Labor Agt Incentive		0.34	LS	0.000					
N02A	Inspector	3.00	2,121.60	MH	31.620	115,188				115,188
N02B	Maintainer - C&S	15.00	10,608.00	MH	27.650	511,683				511,683
N02D	Radio Technician	2.00	1,414.40	MH	32.250	78,152				78,152
N02E	Electronic Technician	1.00	707.20	MH	30.900	37,619				37,619
\$742,642.78	43,680.0000 MH/LS	14,851.20	MH	[1447183.912]	742,643					742,643
					2,184,243.47					2,184,243.47

40 Materials										
Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000										
2222A	C&S Subtotal@101%		0.34	LS	612,115.000	210,200				210,200
2222B	B&B Subtotal@101%		0.34	LS	512,997.000	176,163				176,163
\$386,363.46					[]	386,363				386,363
						1,136,363.12				1,136,363.12

50 Purchased Services										
Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000										
411A	Janitorial Services		0.34	LS	27,322.000				9,289	9,289

DIRECT COST REPORT

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 1050			Land Item	SCHEDULE: 1			100			
Description = MAINTENANCE OF RAIL LINES YR 2012			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
411B	Weed Spraying	0.34	LS	105,500.000				35,870		35,870
411C	Fence Repairs on RO	0.34	LS	65,000.000				22,100		22,100
411D	ROW Clean up	0.34	LS	34,953.000				11,884		11,884
411E	Grade Crossing Repai	0.34	LS	30,000.000				10,200		10,200
411G	Structural Inspection	0.34	LS	127,000.000				43,180		43,180
411H	Pump House Maint	0.34	LS	21,000.000				7,140		7,140
411I	Tree Trimming/Remo	0.34	LS	157,500.000				53,550		53,550
411II	Weld Testing	0.34	LS	10,500.000				3,570		3,570
411III	Purchase & Install Lu	0.34	LS	81,506.000				27,712		27,712
411J	Utilities	0.34	LS	58,852.000				20,010		20,010
411K	Purchase & Install Lu	0.34	LS	104,000.000				35,360		35,360
411L	Tie Disposal	0.34	LS	42,000.000				14,280		14,280
411M	Track Geometry Car	0.34	LS	59,400.000				20,196		20,196
\$314,341.22				[]				314,341		314,341
								924,533.00		924,533.00

60	OTHER	Quan:	0.34	LS	Hrs/Shft:	10.00	Cal	50	WC0000
8PLOP	PRENTISS LOADER	352.00	HR	51.918				18,275	18,275
8PLOWN	PRENTISS LOADER	1.00	4.00	MON	2,311.000			9,244	9,244
91A	VEHICLE OPERATI	0.34	LS	0.000					
91BA	GAS, OIL AND SUP	0.34	LS	0.000					
91C	ROAD SUPPLIES	0.34	LS	0.000					
91D	TRAVEL AND TRAI	0.34	LS	130,369.000			44,325		44,325
91E	C&S SAFETY EQUI	0.34	LS	18,900.000			6,426		6,426
91F	TRACK/B&B SAFE	0.34	LS	15,000.000			5,100		5,100
91G	MAINT. OF RADIO	0.34	LS	37,800.000			12,852		12,852
91H	TOWER LEASES	0.34	LS	4,600.000			1,564		1,564
91I	MISC. COMPUTER	0.34	LS	20,917.000			7,112		7,112
91J	POSTAGE	0.34	LS	400.000			136		136
91JJ	Car Wheel Sets & Re	0.34	LS	53,132.000			18,065		18,065
91K	WASTE DISPOSAL	0.34	LS	22,500.000			7,650		7,650
91KA	OTHER EXP	0.34	LS	96,499.000			32,810		32,810
91L	C&S REPLACEMEN	0.34	LS	15,466.000			5,258		5,258
91LL	Track Replacement R	0.34	LS	241,500.000			82,110		82,110
91MA	C&S REPLACEMEN	0.34	LS	37,767.000			12,841		12,841
91N	TRACK REPLACEM	0.34	LS	60,723.000			20,646		20,646
91O	EQUIPEMNT RENT	0.34	LS	515,993.000			175,438		175,438
\$459,851.57				[]			432,332	27,519	459,852
							1,271,566.00	80,938.62	1,352,504.62

=====> Item Totals: 1050 - MAINTENANCE OF RAIL LINES YR 2012
 \$3,419,675.12 45,628.5600 MH/LS 45,628.56 MH [1505461.49] 2,259,119 386,363 432,332 27,519 314,341 3,419,675
 3,419,675.120 1 LS 2,259,118.87 386,363.46 432,332.44 27,519.13 314,341.22 3,419,675.12

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 1100 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 0.34 LS Hrs/Shft: 8.00 Cal 40 WC0000

M6B1	Deputy GM Cust Serv	0.88	622.34 MH	64.900	58,914					58,914
M6B2	Manager Stations & F	1.00	707.20 MH	43.270	49,096					49,096
M6B3	Engineer	1.00	707.20 MH	50.480	50,315					50,315
M6C	Senior Engineer B&B	1.00	707.20 MH	50.480	50,041					50,041
\$208,365.64	8,070.4117 MH/LS		2,743.94 MH	[418792.147]	208,366					208,366
			0.0001 Unit/M		612,840.12					612,840.12

15 NonManagement Quan: 0.34 LS Cal 7.5 WC0000

N09A	Foreman	1.76	1,244.67 MH	28.320	57,311					57,311
N09B	B&B Specialist	1.76	1,244.67 MH	26.000	53,193					53,193
N09E	Customer Service Age	3.00	2,121.60 MH	26.640	92,606					92,606
\$203,110.37	13,561.5882 MH/LS		4,610.94 MH	[392469.529]	203,110					203,110
	0.0005 Units/Hr		0.0001 Unit/M		597,383.44					597,383.44

20 Materials Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000

2226A	CEMOF Mats@102%		0.34 LS	80,000.000	27,744					27,744
2226B	Materials@102%		0.34 LS	100,000.000	34,680					34,680
2226C	Supplies@102%		0.34 LS	76,060.000	26,378					26,378
2226D	Other (List)@102%		0.34 LS	52,818.000	18,317					18,317
\$107,118.89				[]	107,119					107,119
					315,055.56					315,055.56

30 Purchased Services Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000

4239A	CEMOF and Gilroy F		0.34 LS	900,000.000				306,000	306,000	
4239B	Pest Control		0.34 LS	17,500.000				5,950	5,950	
4239C	Other		0.34 LS	0.000						
4239D	Janitorail Services &		0.34 LS	681,091.000				231,571	231,571	
9239E	Trash Removal		0.34 LS	197,263.000		67,069			67,069	
9239F	Station Grounds Main		0.34 LS	787,477.000		267,742			267,742	
9239G	Graffiti Removal		0.34 LS	15,000.000		5,100			5,100	
9239H	VMS		0.34 LS	8,500.000		2,890			2,890	
9239I	General Building Mai		0.34 LS	303,960.000		103,346			103,346	
9239J	Parking Lot Maint		0.34 LS	226,500.000		77,010			77,010	
\$1,066,678.94				[]		523,158		543,521	1,066,679	3,137,291.00
						1,538,700.00		1,598,591.00		

40 OTHER Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000

9SFM1	Office Eq/Supplies		4.08 MON	400.000			1,632		1,632	
9SFM3	Other		0.34 LS	49,331.000			16,773		16,773	
\$18,404.54				[]			18,405		18,405	
							54,131.00		54,131.00	

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 1100			Land Item	SCHEDULE: 1			100			
Description = CUSTOMER SERVICE YR 2012			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
=====> Item Totals:	1100	- CUSTOMER SERVICE YR 2012								
\$1,603,678.38	7,354.8800	MH/LS	7,354.88	MH	[275828.97]	411,476	107,119	541,563	543,521	1,603,678
1,603,678.380		1 LS				411,476.01	107,118.89	541,562.54	543,520.94	1,603,678.38

BID ITEM = 1200			Land Item	SCHEDULE: 1			100			
Description = MATERIAL MANAGEMENT YR 2012			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000

10 Management Quan: 0.34 LS Hrs/Shft: 8.00 Cal 40 WC0000
 There are no cost resources for this activity.

15 NonManagement Quan: 0.34 LS Cal 7.5 WC0000
 There are no cost resources for this activity.

20 OTHER			Quan:	0.34 LS	Hrs/Shft: 10.00		Cal 50	WC0000		
9MM1 Office Supplies	4.08	MON		300.000			1,224			1,224
9MM11 Postage	4.08	MON		50.000			204			204
9MM2 Delivery & Distributi	4.08	MON		50.000			204			204
9MM22 Drug Testing	1.36	EA		75.000			102			102
9MM3 Courses & Seminars	1.36	EA		300.000			408			408
9MM33 Safety Equipment	1.36	EA		100.000			136			136
9MM4 Employee Uniforms	88.40	EA		8.500			751			751
9MM44 Computer Supplies	4.08	MON		150.000			612			612
9MM5 Tools & Equipment	4.08	MON		150.000			612			612
9MM55 Warehousing & Stora	0.00	MON		0.000						
9MM6 Equipment Rental	2.04	EA		150.000			306			306
9MM66 Misc Exp	4.08	MON		200.000			816			816
9MM7 Hazardous Waste Dis	1.36	EA		4,000.000			5,440			5,440
9MM77 Non-Hazardous Wast	4.08	EA		2,000.000			8,160			8,160
9MM8 Other	4.08	MON		1,200.000			4,896			4,896
\$23,871.40				[]			23,871			23,871
							70,210.00			70,210.00

=====> Item Totals:	1200	- MATERIAL MANAGEMENT YR 2012								
\$23,871.40				[]			23,871			23,871
23,871.400		1 LS					23,871.40			23,871.40

BID ITEM = 1300			Land Item	SCHEDULE: 1			100			
Description = ADMINISTRATION & FINANCE YR 2012			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 1300 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management										
Quan: 0.34 LS Hrs/Shft: 8.00 Cal 40 WC0000										
M1F	Manager Employee D	1.00	707.20	MH	48.080	48,268				48,268
M8A	Deputy GM Admin &	1.00	707.20	MH	62.500	60,076				60,076
M8B	Manager Accounting	1.00	707.20	MH	37.500	39,198				39,198
M8G	IT Specialist	1.00	707.20	MH	42.310	43,348				43,348
M9A	Manager Material Co	1.00	707.20	MH	36.060	37,846				37,846
\$228,736.41	10,400.0000 MH/LS	3,536.00	MH	[471016]	228,736					228,736
	0.0001 Unit/M				672,754.15					672,754.15

20 Non-Management										
Quan: 0.34 LS Cal 7.5 WC0000										
N11AA	Buyer	1.00	707.20	MH	29.490	33,744				33,744
N11B	Payroll Clerks	2.00	1,414.40	MH	26.640	61,738				61,738
N11C	Accounts Payable/Rec	2.00	1,414.40	MH	26.640	61,738				61,738
N12A	Clerks	5.00	3,536.00	MH	23.000	135,986				135,986
\$293,204.16	20,800.0000 MH/LS	7,072.00	MH	[561347.824]	293,204					293,204
					862,365.18					862,365.18

30 OTHER										
Quan: 0.34 LS Hrs/Shft: 10.00 Cal 50 WC0000										
9BF1	Vehicle Operating Ex	0.00	MON		583.330					
9BF2	Dues & Memberships	2.38	EA		300.000		714			714
9BF3	Courses & Seminars	3.74	EA		400.000		1,496			1,496
9BF4	Misc	0.34	LS		3,500.000		1,190			1,190
9BF5	Data Processing Supp	4.08	MON		300.000		1,224			1,224
9BF6	Postage	4.08	MON		600.000		2,448			2,448
9BF66	Books	4.08	MON		50.000		204			204
9BF7	Office Supplies	4.08	MON		1,500.000		6,120			6,120
9BF77	Safety	3.74	EA		100.000		374			374
9BF8	Computer Repair	44.88	MON		25.000		1,122			1,122
9BF88	Delivery & Distributi	4.08	MON		1,000.000		4,080			4,080
\$18,972.00					[]		18,972			18,972
							55,800.00			55,800.00

=====> Item Totals: 1300 - ADMINISTRATION & FINANCE YR 2012
 \$540,912.57 10,608.0000 MH/LS 10,608.00 MH [351003.7] 521,941 18,972 540,913
 540,912.570 1 LS 521,940.57 18,972.00 540,912.57

BID ITEM = 1400 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAD @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

05 GENERAL & ADMIN OVERHEAR @ 8%										
Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000										
GENERAL & ADMIN OVERHEAD IS AT 8% EXCEPT FOR MATERIAL										

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-Ment	Contra	Total
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BID ITEM = 1400 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAD @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

MATERIAL IS AT 2% EXCEPT MOW MATERAIL (RAIL, BALLAST, TIES) IS AT 1%

DIRECT COST = \$18,202,587
 LESS MATERIAL -\$1,677,025.00

REVISED DIRECT COST = \$16,525,562 X 8% = \$1,322,045
 MATERIAL COST \$1,677,025 - MOW MATL 340,000 = 1,337,025 X 2% = \$26,741
 MOW MATERIAL - \$340,000 X 1% = \$3,400

TOTAL OH = \$1,322,045 + \$26,741 + \$3,400 = \$1,352,186										
9GOH	GENERAL & ADMIN	1.00	LS	1,352,186.000			1,352,186			1,352,186

=====> Item Totals:	1400	- GENERAL & ADMIN OVERHEAD @ 8%								
\$1,352,186.00			[]				1,352,186			1,352,186
1,352,186.000	1	LS					1,352,186.00			1,352,186.00

BID ITEM = 1450 Land Item SCHEDULE: 1 100
 Description = AWARD FEE @ 80% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 AWARD FEE @ 80% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

DIRECT COST = \$18,202,587.00 X 6.4% = \$1,164,966

revised agreed to fee = \$1,200,000										
9AF	AWARD FEE @ 80	1.00	LS	1,200,000.000			1,200,000			1,200,000

=====> Item Totals:	1450	- AWARD FEE @ 80%								
\$1,200,000.00			[]				1,200,000			1,200,000
1,200,000.000	1	LS					1,200,000.00			1,200,000.00

Total of Above Sub-Biditems

=====> Item Totals:	500	- FORM 3C - COST PROPOSAL DETAIL YR 2012 (
\$20,754,773.57	268,424.8600	MH/LS	268,424.86	MH	[8821402.48]	13,272,313	1,677,025	4,515,115	27,519	1,262,802	20,754,774
20,754,773.570	1	LS				13,272,312.93	1,677,024.74	4,515,114.61	27,519.13	1,262,802.16	20,754,773.57

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
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BID ITEM = 19995 Land Item SCHEDULE: 1 100
 Description = ADDITIONAL SERVICES YEAR 2012 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

19995	ADDITIONAL SERVICES YEAR 2012	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000			
9AS	ADDITIONAL SERV	1.00	LS	2,983,200.000			2,983,200		2,983,200

=====> Item Totals: 19995 - ADDITIONAL SERVICES YEAR 2012
 \$2,983,200.00 [] 2,983,200 2,983,200
 2,983,200.000 1 LS 2,983,200.00 2,983,200.00

PARENT ITEM 20000
 Description = ADDITIONAL SERVICES YEAR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 20000:

BID ITEM = 20100 Land Item SCHEDULE: 1 100
 Description = DIRECT GENERAL & ADMIN LABOR Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan: 1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000			
M1A	General Manager	0.12	249.60 MH	108.170	38,681				38,681
M1C	Deputy GM, Safety, T	0.12	249.60 MH	48.070	18,773				18,773
M1E	Safety Specialist	0.12	249.60 MH	36.060	13,357				13,357
\$70,811.70	748.8000 MH/LS	748.80	MH	[47998.08]	70,812				70,812
		0.0013	Unit/M		70,811.70				70,811.70

=====> Item Totals: 20100 - DIRECT GENERAL & ADMIN LABOR
 \$70,811.70 748.8000 MH/LS 748.80 MH [47998.08] 70,812 70,812
 70,811.700 1 LS 70,811.70 70,811.70

BID ITEM = 20200 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan: 1.00	LSD	Hrs/Shft: 8.00	Cal 40	WC0000			
M2A	Deputy General Mana	0.12	249.60 MH	72.120	27,490				27,490
M2B	Superintendent C&S	0.12	249.60 MH	52.880	18,457				18,457
M2C	Superintendent Track	0.12	249.60 MH	52.880	18,457				18,457
M2D	Staff Engineer	0.12	249.60 MH	38.460	14,141				14,141
M2FF	Project Engineer	1.00	2,080.00 MH	43.270	129,903				129,903
M2H	Manager Commuter O	1.00	2,080.00 MH	37.500	115,285				115,285
M2I	Finance Analyst	1.00	2,080.00 MH	32.210	100,688				100,688
M2J	Inventory Control Spe	1.00	2,080.00 MH	34.130	105,986				105,986

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 20200 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

M2K	Project Manager/Supt	1.00	2,080.00	MH	52.880	153,808				153,808
M9B	Contracts/Subcontract	1.00	2,080.00	MH	30.770	96,713				96,713
M9C	Contracting Agent	1.00	2,080.00	MH	31.250	98,038				98,038
\$878,965.82	15,558.4000 MH/LS	15,558.40	MH	[598979.27]	878,966					878,966
		0.0001	Unit/M		878,965.82					878,965.82

20 Non-Management Quan: 1.00 LS Cal 15 WC0000

9LAI	Labor Agt Incentive	1.00	LS	0.000						
N01AA	Foreman - Track	1.00	2,080.00	MH	29.880	107,407				107,407
N01CC	Foreman - Flagmen	5.00	10,400.00	MH	29.880	528,835				528,835
N01D	Trackman/Laborer	3.00	6,240.00	MH	23.880	260,174				260,174
N01F	Operator/Regulator	2.00	4,160.00	MH	24.460	180,412				180,412
N01I	Welder	1.00	2,080.00	MH	27.880	101,060				101,060
\$1,177,888.47	24,960.0000 MH/LS	24,960.00	MH	[783906.24]	1,177,888					1,177,888
					1,177,888.47					1,177,888.47

30 Communications & Signals Quan: 1.00 LS Cal 15 WC0000

9LAI	Labor Agt Incentive	1.00	LS	0.000						
N02AA	Forman	1.00	2,080.00	MH	31.620	112,930				112,930
N02BB	Maintainer	2.00	4,160.00	MH	27.650	200,660				200,660
N02FF	Laborer	2.00	4,160.00	MH	22.680	169,114				169,114
N02G	Operators	1.00	2,080.00	MH	24.460	90,206				90,206
\$572,909.44	12,480.0000 MH/LS	12,480.00	MH	[374922.08]	572,909					572,909
		0.0001	Unit/M		572,909.44					572,909.44

=====> Item Totals: 20200 - MAINTENANCE OF RAIL LINES

\$2,629,763.73	52,998.4000 MH/LS	52,998.40	MH	[1757807.59]	2,629,764					2,629,764
2,629,763.730	1 LS				2,629,763.73					2,629,763.73

BID ITEM = 20300 Land Item SCHEDULE: 1 100
 Description = STATION, FACILITY & PARKING LOT MAIUnit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 1.00 LS Hrs/Shft: 8.00 Cal 40 WC0000

M6B1	Deputy GM Cust Serv	0.12	249.60	MH	64.900	23,628				23,628
\$23,628.29	249.6000 MH/LS	249.60	MH	[16199.04]	23,628					23,628
		0.0040	Unit/M		23,628.29					23,628.29

15 NonManagement Quan: 1.00 LS Cal 7.5 WC0000

N09A	Foreman	0.12	249.60	MH	28.320	11,493				11,493
N09B	B&B Specialist	0.12	249.60	MH	26.000	10,667				10,667
\$22,159.96	499.2000 MH/LS	499.20	MH	[14575.14]	22,160					22,160
	0.0005 Units/Hr	0.0020	Unit/M		22,159.96					22,159.96

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
BID ITEM = 20300			Land Item	SCHEDULE: 1			100		
Description = STATION, FACILITY & PARKING LOT MAINT			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	
=====> Item Totals: 20300 - STATION, FACILITY & PARKING LOT MAINT									
\$45,788.25	748.8000 MH/LS	748.80 MH	[30774.18]	45,788					45,788
45,788.250	1 LS			45,788.25					45,788.25

BID ITEM = 20400			Land Item	SCHEDULE: 1			100		
Description = MATERIAL MANAGEMENT			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	
There are no activities in this biditem.									

BID ITEM = 20500			Land Item	SCHEDULE: 1			100		
Description = ADMINISTRATION & FINANCE			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	
There are no activities in this biditem.									

BID ITEM = 20600			Land Item	SCHEDULE: 1			100		
Description = REST OF YEAR 1 ADDITIONAL SERVICES			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	

20600	REST OF YEAR 1 ADDITIONAL SERVI	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000			
9AS	ADDITIONAL SERV	1.00	LS	6,293,636.320			6,293,636		6,293,636

=====> Item Totals: 20600 - REST OF YEAR 1 ADDITIONAL SERVICES									
\$6,293,636.32				[]			6,293,636		6,293,636
6,293,636.320	1 LS						6,293,636.32		6,293,636.32

Total of Above Sub-Biditems

=====> Item Totals: 20000 - ADDITIONAL SERVICES YEAR 2013									
\$9,040,000.00	54,496.0000 MH/LS	54,496.00 MH	[1836579.85]	2,746,364			6,293,636		9,040,000
9,040,000.000	1 LS			2,746,363.68			6,293,636.32		9,040,000.00

BID ITEM = 21000			Land Item	SCHEDULE: 1			100		
Description = ADDITIONAL SERVICES YEAR 2014			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000	

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 21000 Land Item SCHEDULE: 1 100
 Description = ADDITIONAL SERVICES YEAR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

21000	ADDITIONAL SERVICES YEAR 2	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC 0000				
9AS	ADDITIONAL SERV	1.00	LS	9,356,400.000			9,356,400			9,356,400

=====> Item Totals: 21000 - ADDITIONAL SERVICES YEAR 2014
 \$9,356,400.00 [] 9,356,400 9,356,400
 9,356,400.00 1 LS 9,356,400.00 9,356,400.00

BID ITEM = 22000 Land Item SCHEDULE: 1 100
 Description = ADDITIONAL SERVICES YEAR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

22000	ADDITIONAL SERVICES YEAR 3	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC 0000				
9AS	ADDITIONAL SERV	1.00	LS	9,683,874.000			9,683,874			9,683,874

=====> Item Totals: 22000 - ADDITIONAL SERVICES YEAR 2015
 \$9,683,874.00 [] 9,683,874 9,683,874
 9,683,874.00 1 LS 9,683,874.00 9,683,874.00

BID ITEM = 23000 Land Item SCHEDULE: 1 100
 Description = ADDITIONAL SERVICES YEAR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

23000	ADDITIONAL SERVICES YEAR 4	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC 0000				
9AS	ADDITIONAL SERV	1.00	LS	10,022,809.000			10,022,809			10,022,809

=====> Item Totals: 23000 - ADDITIONAL SERVICES YEAR 2016
 \$10,022,809.00 [] 10,022,809 10,022,809
 10,022,809.00 1 LS 10,022,809.00 10,022,809.00

BID ITEM = 24000 Land Item SCHEDULE: 1 100
 Description = ADDITIONAL SERVICES YEAR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

24000	ADDITIONAL SERVICES YEAR 5	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC 0000				
9AS	ADDITIONAL SERV	1.00	LS	10,373,608.000			10,373,608			10,373,608

=====> Item Totals: 24000 - ADDITIONAL SERVICES YEAR 2017
 \$10,373,608.00 [] 10,373,608 10,373,608
 10,373,608.00 1 LS 10,373,608.00 10,373,608.00

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 24000			Land Item	SCHEDULE: 1			100			
Description = ADDITIONAL SERVICES YEAR 2017			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	1.000
\$74,654,630.61	*** Report Totals ***	329,796.22	MH	16,624,536	1,677,025	55,062,749	27,519	1,262,802	74,654,631	

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: 06/13/11 Owner: Engineering Firm:
 Estimator-In-Charge:

JOB NOTES

UPDATED 09/15/2008 BY SN.

IF JOINT VENTURE CHANGE THE LABOR OVERHEADS TO \$8.50 HOURS AND ADD HCC HEALTH INSURANCE OF \$1.50 FOR A TOTAL OF \$10.00.

*****Estimate created on: 09/02/2010 by User#: 3 - Bruce Marinchek
 Source estimate used: C:\HEAVYBID\EST\RAILMST3

*****Estimate created on: 02/17/2011 by User#: 6 - Scott Moody
 Source used: V:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSS.zip (a backup) from 02/15/2011 10:54:44 AM

*****Estimate created on: 02/25/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSSR1.zip (a backup) from 02/25/2011 3:18:14 PM

*****Estimate created on: 03/15/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSSR1.zip (a backup) from 03/15/2011 2:31:29 PM

*****Estimate created on: 03/21/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR2.zip (a backup) from 03/21/2011 10:43:31 AM

*****Estimate created on: 03/21/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR4.zip (a backup) from 03/21/2011 2:48:37 PM

*****Estimate created on: 03/21/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR5.zip (a backup) from 03/21/2011 5:03:21 PM

*****Estimate created on: 04/18/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR6.zip (a backup) from 04/18/2011 3:29:16 PM

*****Estimate created on: 04/22/2011 by User#: 0 -

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 24000 Land Item SCHEDULE: 1 100
 Description = ADDITIONAL SERVICES YEAR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR7.zip (a backup) from 04/22/2011 9:16:21 AM

*****Estimate created on: 06/09/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR8.zip (a backup) from 06/09/2011 8:32:53 AM

*****Estimate created on: 06/09/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSSR9BA.zip (a backup) from 06/09/2011 5:22:00 PM

*****Estimate created on: 06/10/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMS10BAF.zip (a backup) from 06/10/2011 11:09:51 AM

*****Estimate created on: 06/22/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMS11BMO.zip (a backup) from 06/22/2011 11:11:26 PM

*****Estimate created on: 08/06/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMS12BMO.zip (a backup) from 08/06/2011 10:11:20 AM

*****Estimate created on: 08/10/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMS13BMO.zip (a backup) from 08/10/2011 8:19:40 AM

*****Estimate created on: 08/30/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMS14BMO.zip (a backup) from 08/30/2011 9:43:23 PM

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

- 10 10.5% = 7%
- 15 15% overtime = 10%
- 40 FOURTY HOUR WEEK
- 42 40 HOURS PLUS 2 OVERTIME
- 44 40 HOURS PLUS 4 HRS OVERTIME
- 45 NINE HOURS PER DAY-45 HR/WK
- 48 WORK 40/PAID 48
- 5 5% Overtime
- 50 FIVE 10 HR DAYS

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentConrac	

PARENT ITEM 2000
 Description = FORM 3C - COST PROPOSAL DETAIL YR 2 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 2000:

BID ITEM = 2600 Land Item SCHEDULE: 1 100
 Description = DIRECT ADMINISTRATIVE YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management		Quan:	1.00	LS	Hrs/Shft:	8.00	Cal	40	WC0000
M1A	General Manager	0.88	1,830.40	MH	108.170	293,876			293,876
M1B	Administrative Assist	1.00	2,080.00	MH	28.850	94,702			94,702
M1C	Deputy GM, Safety, T	0.88	1,830.40	MH	48.070	142,623			142,623
M1E	Safety Specialist	0.88	1,830.40	MH	36.060	101,481			101,481
M1E1	Operating Rules Exa	1.00	2,080.00	MH	38.460	137,101			137,101
M1G	Labor Relations Offic	1.00	2,080.00	MH	48.080	147,077			147,077
\$916,859.93	11,731.2000 MH/LS	11,731.20	MH	[613309.01]	916,860				916,860
	0.0001 Unit/M				916,859.93				916,859.93

20 Purchased Services		Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
4232A	MIS Software Mainte	1.00	LS	25,000.000			25,900		25,900
4232B	Computer Equipment	1.00	LS	10,000.000			10,360		10,360
4232C	Consulting	1.00	LS	50,000.000			51,800		51,800
4232D	Legal & Audit	1.00	LS	75,000.000			77,700		77,700
423E	Passenger Count	1.00	YR	180,000.000			186,480		186,480
423F	Security Expenses	12.00	MON	1,100.000			13,675		13,675
\$365,915.20				[]			365,915		365,915
							365,915.20		365,915.20

30 Other		Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
9A	Vehicle Expense	1.00	LS	521,751.000			540,534		540,534
9B	Excess Comm Auto L	1.00	YR	42,000.000			43,512		43,512
9C	Comm Auto Liability	1.00	YR	118,000.000			122,248		122,248
9D	Third Party Claims A	1.00	YR	250,000.000			259,000		259,000
9E	RR Protective Ins	1.00	YR	99,492.800			103,075		103,075
9FA	Pollution Liability Ins	1.00	YR	29,790.640			30,863		30,863
9G	Crime Insurance	1.00	YR	11,000.000			11,396		11,396
9H	Telephone	12.00	MON	3,000.000			37,296		37,296
9I	Radio Maintenance	1.00	LS	5,000.000			5,180		5,180
9J	Data Transmissions	12.00	MON	1,700.000			21,134		21,134
9K	Software	52.00	EA	52.000			2,801		2,801
9L	Office Utilities	0.00	MON	0.000					
9M	Office Supplies	12.00	MON	1,000.000			12,432		12,432
9N	Books & Subscription	12.00	MON	300.000			3,730		3,730
9O	Delivery & Distributi	1.00	MON	10,000.000			10,360		10,360
9P	Dues	1.00	LS	5,000.000			5,180		5,180

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 2600			Land Item	SCHEDULE: 1			100			
Description = DIRECT ADMINISTRATIVE YR 2013			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9Q	Printing	12.00	EA	500.000			6,216			6,216
9R	Postage	12.00	MON	1,500.000			18,648			18,648
9S	Forms & Supplies	12.00	MON	500.000			6,216			6,216
9T	Janitorial Services	12.00	MON	500.000			6,216			6,216
9U	Relocation Expense	1.00	EA	15,000.000			15,540			15,540
9V	Consultants	1.00	LS	14,400.000			14,918			14,918
9W	Bonding	1.00	EA	40,000.000			41,440			41,440
9X	Travel	4.00	EA	1,100.000			4,558			4,558
9Y	Building Maintenance	0.00	MON	0.000						
9Z1	Meetings & Seminars	6.00	EA	1,500.000			9,324			9,324
9Z2	Employee & Develop	1.00	EA	30,000.000			31,080			31,080
9Z3	Safety	7.00	EA	250.000			1,813			1,813
9Z4	Office Equipment	1.00	LS	8,400.000			8,702			8,702
9Z5	Miscellaneous Expens	12.00	MON	1,250.000			15,540			15,540
9Z6	Mobile Phones	2,040.00	MON	70.800			149,632			149,632
\$1,538,584.77				[]			1,538,585			1,538,585
							1,538,584.77			1,538,584.77

=====> Item Totals:	2600	- DIRECT ADMINISTRATIVE YR 2013								
\$2,821,359.90	11,731.2000	MH/LS	11,731.20	MH	[613309.01]	916,860	1,538,585	365,915	2,821,360	
2,821,359.900		1 LS				916,859.93	1,538,584.77	365,915.20	2,821,359.90	

BID ITEM = 2700			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2013			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000

10	Management			Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000	
M4A	Deputy GM Operatio	1.00	2,080.00	MH	69.710		229,314			229,314
M4A1	Manager Field Operat	2.00	4,160.00	MH	57.690		372,440			372,440
M4D	Transportation Supr (	6.00	12,480.00	MH	41.830		782,327			782,327
M4E	Transportation Supr (	2.00	4,160.00	MH	41.830		261,672			261,672
\$1,645,753.33		22,880.0000	MH/LS	22,880.00	MH	[111995.77]	1,645,753			1,645,753
							1,645,753.33			1,645,753.33

20	San Jose/Gilroy			Quan:	1.00	LS		Cal 10	WC0000	
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Heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 2700 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD OPERATIONS YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

calendar we must calculate as follows

if we want 7% overtime

40 hrs x 10 = 400
 40 x 7% = 2.8 hrs x 15 = 42 total of \$442 - 442/400 = 10.5% must be applied to 40 hours

9BLET	BLET CERT ENTIT	1.00	LS	59,927.000			62,084			62,084
9UTU	UTU Prod pay/Red C	1.00	LS	147,520.000			152,831			152,831
N06A	Engineers	31.00	64,480.00 MH	37.190	4,030,447					4,030,447
N06D	Conductors	25.00	52,000.00 MH	31.230	2,779,624					2,779,624
N06E	Conductors - XBD	7.00	14,560.00 MH	31.230	778,295					778,295
N06F	Assistant Conductors	30.00	62,400.00 MH	26.640	2,900,514					2,900,514
\$10,703,794.64	193,440.0000 MH/LS	193,440.00	MH	[7027822.73]	10,488,880		214,915			10,703,795
					10,488,879.55		214,915.09			10,703,794.64

30 San Francisco Quan: 1.00 LS Cal 10 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 7% overtime

40 hrs x 10 = 400
 40 x 7% = 2.8 hrs x 15 = 42 total of \$442 - 442/400 = 10.5% must be applied to 40 hours

9ODR	OVERTIME DUE T	1.00	LS	0.000						
9UTU	UTU Prod pay/Red C	1.00	LS	69,150.000			71,639			71,639
N07A	Engineers	16.00	33,280.00 MH	37.190	2,080,230					2,080,230
N07C	Conductors	16.00	33,280.00 MH	31.230	1,778,960					1,778,960
N07E	Assistant Conductors	16.00	33,280.00 MH	26.640	1,546,941					1,546,941
N07G	Clerk	1.00	2,080.00 MH	23.870	87,933					87,933
\$5,565,702.73	101,920.0000 MH/LS	101,920.00	MH	[3678460.23]	5,494,063		71,639			5,565,703
					5,494,063.33		71,639.40			5,565,702.73

35 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

431A Safety Training Class 12.00 MON 5,000.000 62,160 62,160

40 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9TYO1 Uniform Cleaning - SJ 4,940.00 EA 10.500 53,737 53,737

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
BID ITEM = 2700			Land Item	SCHEDULE: 1		100			
Description = TRAIN & YARD OPERATIONS YR 2013			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	
9TYO11	Uniform Cleaning - S	3,276.00	EA	10.500			35,636		35,636
9TYO2	Taxi Servce	1,040.00	EA	20.000			21,549		21,549
9TYO22	Operating Timetables	260.00	EA	10.000			2,694		2,694
9TYO3	Crew Transportation	625.00	EA	200.000			129,500		129,500
9TYO4	Employee Physicals	90.00	EA	200.000			18,648		18,648
9TYO44	Drug Testing	200.00	EA	75.000			15,540		15,540
9TYO5	Travel	10.00	EA	1,000.000			10,360		10,360
9TYO55	Safety Equipment	158.00	EA	200.000			32,738		32,738
9TYO6	Radio Eq Repair & M	1,896.00	MON	10.000			19,643		19,643
9TYO66	Office Supplies	12.00	MON	500.000			6,216		6,216
9TYO7	Computer Eq Supplie	12.00	MON	200.000			2,486		2,486
9TYO77	Form Supplies	12.00	MON	250.000			3,108		3,108
9TYO8	Postage/Delivery	12.00	MON	100.000			1,243		1,243
9TYO88	Bio Hazard Disposal	12.00	MON	6,000.000			74,592		74,592
9TYO99	Misc	1.00	LS	50,000.000			51,800		51,800
9TYO999	Crew Lodging	263.00	DAY	600.000			163,481		163,481
\$642,970.61				[]			642,971		642,971
							642,970.61		642,970.61

=====> Item Totals:	2700	- TRAIN & YARD OPERATIONS YR 2013							
\$18,620,381.31	318,240.0000	MH/LS	318,240.00	MH	[11826238.73]	17,628,696	929,525	62,160	18,620,381
18,620,381.310		1 LS				17,628,696.21	929,525.10	62,160.00	18,620,381.31

BID ITEM = 2800			Land Item	SCHEDULE: 1		100			
Description = TRAIN & YARD MOVEMENT CONTROL Y			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	0.000	

10	Management			Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000
M5A	Director Train Operati	1.00	2,080.00	MH	57.690		183,632		183,632
M5B	Mgr, Train Operation	4.00	8,320.00	MH	39.900		503,291		503,291
M5D	Supv. Train Oper/Dis	8.00	16,640.00	MH	35.100		900,591		900,591
\$1,587,513.77	27,040.0000	MH/LS	27,040.00	MH	[1073324.19]		1,587,514		1,587,514
							1,587,513.77		1,587,513.77

20	Non-Management			Quan:	1.00	LS		Cal 7.5	WC0000
easy bid calculates overtime as follows									

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 2800 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD MOVEMENT CONTROL Y Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N08B	Visual Messaging Cle	5.00	10,400.00 MH	26.640	470,294					470,294
\$470,294.46	10,400.0000 MH/LS	10,400.00	MH	[308557.27]	470,294					470,294
		0.0001	Unit/M		470,294.46					470,294.46

30	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9TYM1	Office Supplies	12.00	MON	200.000		2,486			2,486
9TYM11	Postage & Shipping	12.00	MON	100.000		1,243			1,243
9TYM2	Mobile Phones	0.00	MON	0.000					
9TYM22	Courses & Seminars	12.00	MON	500.000		6,216			6,216
9TYM3	Forms & Suppliers	12.00	EA	250.000		3,108			3,108
9TYM33	Misc	12.00	MON	500.000		6,216			6,216
9TYM4	Drug Testing	6.00	EA	75.000		466			466
9TYM5	Physicals	18.00	EA	200.000		3,730			3,730
\$23,465.40				[]		23,465			23,465
						23,465.40			23,465.40

=====> Item Totals: 2800 - TRAIN & YARD MOVEMENT CONTROL YR 2013
 \$2,081,273.63 37,440.0000 MH/LS 37,440.00 MH [1381881.46] 2,057,808 23,465 2,081,274
 2,081,273.630 1 LS 2,057,808.23 23,465.40 2,081,273.63

BID ITEM = 2900 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M3A	Deputy GM Maint of	1.00	2,080.00 MH	69.710	230,868				230,868
M3B	Sr. Manager Eq Maint	1.00	2,080.00 MH	49.040	164,590				164,590
M3C	Manager of Eq Maint	2.00	4,160.00 MH	43.270	269,158				269,158
M3F	Equip. Supervisor	8.00	16,640.00 MH	34.620	889,592				889,592
\$1,554,208.38	24,960.0000 MH/LS	24,960.00	MH	[1039190.87]	1,554,208				1,554,208
					1,554,208.38				1,554,208.38

20	Non-Mgmt - San Francisco	Quan:	1.00 LS	Cal	7.5	WC	0000
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eavy bid calculates overtime as follows

using a 50 hour work week

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 2900 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N03B	Electrician	7.00	14,560.00	MH	25.840	641,201				641,201
N03D	Carman	6.00	12,480.00	MH	25.840	549,600				549,600
N03E	Coach Cleaner	8.00	16,640.00	MH	20.420	599,532				599,532
N03G	Laborer	4.00	8,320.00	MH	21.610	314,396				314,396
N03H	Clerk	1.00	2,080.00	MH	19.900	73,343				73,343
\$2,178,072.87	54,080.0000	MH/LS	54,080.00	MH	[1402916.3]	2,178,073				2,178,073
						2,178,072.87				2,178,072.87

30 Non-Mgmt - San Jose Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N04B	Electrician	11.00	22,880.00	MH	25.840	1,007,601				1,007,601
N04C	Machinist	12.00	24,960.00	MH	25.840	1,099,201				1,099,201
N04D	Carman	12.00	24,960.00	MH	25.840	1,099,201				1,099,201
N04E	Coach Cleaner	17.00	35,360.00	MH	20.420	1,274,006				1,274,006
N04G	Laborer	9.00	18,720.00	MH	21.610	707,391				707,391
N04H	Clerk	1.00	2,080.00	MH	19.900	73,343				73,343
N04J	Sheet Metal Technicia	1.00	2,080.00	MH	26.840	94,674				94,674
N04K	Sheet Metal Mechanic	1.00	2,080.00	MH	25.840	91,600				91,600
N04L	Electrician Technician	1.00	2,080.00	MH	32.250	111,301				111,301
N04M	Air Cond/Refrig Main	1.00	2,080.00	MH	25.840	91,600				91,600
\$5,649,918.85	137,280.0000	MH/LS	137,280.00	MH	[3652419.24]	5,649,919				5,649,919

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 2900 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 5,649,918.85 5,649,918.85

40 Non-Mgmt - Gilroy Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N05C	Carman	1.00	2,080.00	MH	25.840	91,600				91,600
N05D	Coach Cleaner	3.00	6,240.00	MH	20.420	224,825				224,825
N05F	Laborer	1.00	2,080.00	MH	21.610	78,599				78,599
\$395,023.78	10,400.0000 MH/LS	10,400.00	MH	[251826.28]	395,024					395,024
			0.0001	Unit/M		395,023.78				395,023.78

50 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2224A Material Cost@102% 588.00 EA 5,804.000 3,606,323 3,606,323

60 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

4236A	Stand by power	1.00	12,000.000					12,432	12,432
4236B	Building Maint	1.00	30,000.000					31,080	31,080
4236C	Outside Fabrication	1.00	30,000.000					31,080	31,080
4236CC	HVAC Overhauls	1.00	188,800.000					195,597	195,597
4236F	Electronic Repair Ser	1.00	46,000.000					47,656	47,656
423H	Misc Mnx Servs-car	1.00	30,000.000					31,080	31,080
423I	COTS	1.00	441,000.000					456,876	456,876
\$805,800.80					[]			805,801	805,801
								805,800.80	805,800.80

70 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

93A	Off Road Veh Maint/	1.00	30,000.000					31,080	31,080
93B	Office Supplies	12.00	MON	1,200.000				14,918	14,918
93C	Safety Supplies	120.00	EA	250.000				31,080	31,080
93D	Misc Tools, eq, & rep	93.00	EA	600.000				57,809	57,809
93E	Facility Repair/Impro	12.00	MON	2,000.000				24,864	24,864
93F	Oxygen & Burning G	12.00	MON	100.000				1,243	1,243

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 2900			Land Item	SCHEDULE: 1			100			
Description = MAINTENANCE OF SERVICE EQUIPMENT			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
93G	Bottled Water	138,000.00	EA	0.500			71,484			71,484
93H	Postage	12.00	MON	75.000			932			932
93I	Travel (Admin)	6.00	EA	2,500.000			15,540			15,540
93J	Courses & Seminars (	93.00	EA	400.000			38,539			38,539
93K	Medical Costs	1.00	LS	2,625.000			2,720			2,720
93L	Delivery/Distribution	1.00	LS	10,000.000			10,360			10,360
93M	Maint of Misc Eq	12.00	MON	1,000.000			12,432			12,432
93N	Office Equipment	1.00	YR	10,000.000			10,360			10,360
93O	Office Eq Repairs	12.00	MON	200.000			2,486			2,486
93P	Forms-Supplies	12.00	MON	1,000.000			12,432			12,432
93Q	Meetings	12.00	EA	400.000			4,973			4,973
93R	Uniforms	5,824.00	WK	8.000			48,269			48,269
\$391,522.01				[]			391,522			391,522
							391,522.01			391,522.01

=====> Item Totals: 2900 - MAINTENANCE OF SERVICE EQUIPMENT YR 2013
 \$14,580,869.98 226,720.0000 MH/LS 226,720.00 MH [6346352.69] 9,777,224 3,606,323 391,522 805,801 14,580,870
 14,580,869.980 1 LS 9,777,223.88 3,606,323.29 391,522.01 805,800.80 14,580,869.98

BID ITEM = 3000 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 1.00 LS Hrs/Shft: 8.00 Cal 40 WC0000
 M6A1 District Manager Stati 0.00 MH 36.060
 \$0.00 []

20 Station Operations Quan: 1.00 LS Cal 7.5 WC0000

easy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 3000 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N10A	Ticket Agent - Lead	0.00	MH	25.310						
N10B	Accounting Clerk	0.00	MH	25.310						
N10C	Ticket Clerk	0.00	MH	25.310						
N10D	Reduced Pay Ticket C	0.00	MH	25.310						
N10E	Ticket Agent	0.00	MH	25.310						
N10F	Extra Board Ticket A	0.00	MH	25.310						
N10G	Ticket/Accounting Cl	0.00	MH	25.310						
\$0.00				[]						

=====> Item Totals: 3000 - REVENUE COLLECTION YR 2013
 \$0.00 []
 0.000 1 LS

BID ITEM = 3050 Land Item SCHEDULE: 1 100
 Description = MAINTENCANCE OF RAIL LINES YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00	LSD	Hrs/Shft:	8.00	Cal	40	WC	0000
M2A	Deputy General Mana	0.88	1,830.40	MH	72.120	208,848				208,848
M2B	Superintendent C&S	0.88	1,830.40	MH	52.880	140,224				140,224
M2C	Superintendent Track	0.88	1,830.40	MH	52.880	140,224				140,224
M2D	Staff Engineer	0.88	1,830.40	MH	38.460	107,432				107,432
M2G	Track/ B&B Inspector	5.00	10,400.00	MH	43.270	672,896				672,896
M2H	Manager Commuter O	0.00		MH	37.500					
M2I	Finance Analyst	0.00		MH	32.210					
M2J	Inventory Control Spe	0.00		MH	34.130					
\$1,269,623.28	17,721.6000 MH/LSD	17,721.60		MH	[876452.62]	1,269,623				1,269,623
		0.0001		Unit/M		1,269,623.28				1,269,623.28

20 Non-Management Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 3050 Land Item SCHEDULE: 1 100
 Description = MAINTENCANCE OF RAIL LINES YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 10% overtime

40 hrs x 10 = 400
 40 x 10% = 4 hrs x 15 = 60 total of \$460 - 460/400 = 15% must be applied to 40 hours

9LAI	Labor Agt Incentive	1.00	LS	0.000					
N01C	Foreman - Track/B&	8.00	16,640.00 MH	29.880	876,597				876,597
N01D	Trackman/Laborer	12.00	24,960.00 MH	23.880	1,078,162				1,078,162
N01E	Operator A/Tamper/R	3.00	6,240.00 MH	25.610	286,605				286,605
N01H	Operator B/RR Equip	5.00	10,400.00 MH	24.460	467,267				467,267
N01I	Welder	1.00	2,080.00 MH	27.880	104,698				104,698
N01J	Welder Helper	1.00	2,080.00 MH	22.420	86,746				86,746
N01K	RR Equip. Mech. (Re	1.00	2,080.00 MH	28.430	106,507				106,507
N01L	RR Equip. Oiler (Rep	1.00	2,080.00 MH	24.550	93,749				93,749
N01M	Clerk	2.00	4,160.00 MH	19.900	156,921				156,921
N01MM	Truck Driver	1.00	2,080.00 MH	24.600	93,914				93,914
\$3,351,164.73	72,800.0000 MH/LS	72,800.00	MH	[2211491.93]	3,351,165				3,351,165
					3,351,164.73				3,351,164.73

30 Communications & Signals Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

9LAI	Labor Agt Incentive	1.00	LS	0.000					
N02A	Inspector	3.00	6,240.00 MH	31.620	350,986				350,986
N02B	Maintainer - C&S	14.00	29,120.00 MH	27.650	1,455,188				1,455,188
N02D	Radio Technician	1.00	2,080.00 MH	32.250	119,067				119,067
N02E	Electronic Technician	1.00	2,080.00 MH	30.900	114,628				114,628
\$2,039,867.69	39,520.0000 MH/LS	39,520.00	MH	[1350843.64]	2,039,868				2,039,868
					2,039,867.69				2,039,867.69

40 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2222A C&S Subtotal@101% 1.00 LS 612,115.000 640,493 640,493

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 3050 Land Item SCHEDULE: 1 100
 Description = MAINTENCANCE OF RAIL LINES YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

2222B	B&B Subtotal@101%	1.00	LS	512,997.000	536,780				536,780
	\$1,177,272.19			[]	1,177,272				1,177,272
					1,177,272.19				1,177,272.19

50	Purchased Services	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
411A	Janitorial Services	1.00	LS	27,322.000				28,306	28,306
411B	Weed Spraying	1.00	LS	105,500.000				109,298	109,298
411C	Fence Repairs on RO	1.00	LS	65,000.000				67,340	67,340
411D	ROW Clean up	1.00	LS	34,953.000				36,211	36,211
411E	Grade Crossing Repai	1.00	LS	30,000.000				31,080	31,080
411G	Structural Inspection	1.00	LS	127,000.000				131,572	131,572
411H	Pump House Maint	1.00	LS	21,000.000				21,756	21,756
411I	Tree Trimming/Remo	1.00	LS	157,500.000				163,170	163,170
411II	Weld Testing	1.00	LS	10,500.000				10,878	10,878
411III	Purchase & Install Lu	1.00	LS	81,506.000				84,440	84,440
411J	Utilities	1.00	LS	58,852.000				60,971	60,971
411K	Purchase & Install Lu	1.00	LS	104,000.000				107,744	107,744
411L	Tie Disposal	1.00	LS	42,000.000				43,512	43,512
411M	Track Geometry Car	1.00	LS	59,400.000				61,538	61,538
	\$957,816.19			[]				957,816	957,816
								957,816.19	957,816.19

60	OTHER	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
8PLOP	PRENTISS LOADER	1.00	1,040.00	HR	51.918			55,939	55,939
8PLOWN	PRENTISS LOADER	1.00	12.00	MON	2,311.000			28,730	28,730
91A	VEHICLE OPERATI	1.00	LS	0.000					
91BA	GAS, OIL AND SUP	1.00	LS	0.000					
91C	ROAD SUPPLIES	1.00	LS	0.000					
91D	TRAVEL AND TRAI	1.00	LS	130,369.000			135,062		135,062
91E	C&S SAFETY EQUI	1.00	LS	18,900.000			19,580		19,580
91F	TRACK/B&B SAFE	1.00	LS	15,000.000			15,540		15,540
91G	MAINT. OF RADIO	1.00	LS	37,800.000			39,161		39,161
91H	TOWER LEASES	1.00	LS	4,600.000			4,766		4,766
91I	MISC. COMPUTER	1.00	LS	20,917.000			21,670		21,670
91J	POSTAGE	1.00	LS	400.000			414		414
91JJ	Car Wheel Sets & Re	1.00	LS	53,132.000			55,045		55,045
91K	WASTE DISPOSAL	1.00	LS	22,500.000			23,310		23,310
91KA	OTHER EXP	1.00	LS	96,499.000			99,973		99,973
91L	C&S REPLACEMEN	1.00	LS	15,466.000			16,023		16,023
91LL	Track Replacement R	1.00	LS	241,500.000			250,194		250,194
91MA	C&S REPLACEMEN	1.00	LS	37,767.000			39,127		39,127
91N	TRACK REPLACEM	1.00	LS	60,723.000			62,909		62,909
91O	EQUIPEMNT RENT	1.00	LS	515,993.000			534,569		534,569
	\$1,402,011.23			[]			1,317,342	84,669	1,402,011
							1,317,342.37	84,668.86	1,402,011.23

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total	
BID ITEM = 3050			Land Item	SCHEDULE: 1			100				
Description = MAINTENCANCE OF RAIL LINES YR 2013			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000	
=====> Item Totals: 3050 - MAINTENCANCE OF RAIL LINES YR 2013											
\$10,197,755.31	130,041.6000	MH/LS	130,041.60	MH	[4438788.19]	6,660,656	1,177,272	1,317,342	84,669	957,816	10,197,755
10,197,755.310		1 LS				6,660,655.70	1,177,272.19	1,317,342.37	84,668.86	957,816.19	10,197,755.31

BID ITEM = 3100
 Description = CUSTOMER SERVICE YR 2013
 Land Item SCHEDULE: 1
 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M6B1	Deputy GM Cust Serv	0.88	1,830.40	MH	64.900	179,512			179,512
M6B2	Manager Stations & F	1.00	2,080.00	MH	43.270	149,599			149,599
M6B3	Engineer	1.00	2,080.00	MH	50.480	153,313			153,313
M6C	Senior Engineer B&B	1.00	2,080.00	MH	50.480	152,477			152,477
\$634,901.22	8,070.4000	MH/LS	8,070.40	MH	[433867.86]	634,901			634,901
		0.0001	Unit/M			634,901.22			634,901.22

15 NonManagement Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N09A	Foreman	1.76	3,660.80	MH	28.320	174,631			174,631
N09B	B&B Specialist	0.88	1,830.40	MH	26.000	81,041			81,041
N09E	Customer Service Age	3.00	6,240.00	MH	26.640	282,177			282,177
\$537,848.94	11,731.2000	MH/LS	11,731.20	MH	[353597.36]	537,849			537,849
	0.0005	Units/Hr		0.0001	Unit/M	537,848.94			537,848.94

20 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2226A	CEMOF Mats@102%	1.00	LS	80,000.000		84,538			84,538
2226B	Materials@102%	1.00	LS	100,000.000		105,672			105,672
2226C	Supplies@102%	1.00	LS	76,060.000		80,374			80,374
2226D	Other (List)@102%	1.00	LS	52,818.000		55,814			55,814
\$326,397.56				[]		326,398			326,398

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 3100 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 326,397.56 326,397.56

30	Purchased Services	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000		
4239A	CEMOF and Gilroy F	1.00	LS	900,000.000			932,400	932,400
4239B	Pest Control	1.00	LS	17,500.000			18,130	18,130
4239C	Other	1.00	LS	0.000				
4239D	Janitorail Services &	1.00	LS	681,091.000			705,610	705,610
9239E	Trash Removal	1.00	LS	197,263.000		204,364		204,364
9239F	Station Grounds Main	1.00	LS	787,477.000		815,826		815,826
9239G	Graffiti Removal	1.00	LS	15,000.000		15,540		15,540
9239H	VMS	1.00	LS	8,500.000		8,806		8,806
9239I	General Building Mai	1.00	LS	303,960.000		314,903		314,903
9239J	Parking Lot Maint	1.00	LS	226,500.000		234,654		234,654
\$3,250,233.48				[]		1,594,093	1,656,140	3,250,233
						1,594,093.20	1,656,140.28	3,250,233.48

40	OTHER	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000		
9SFM1	Office Eq/Supplies	12.00	MON	400.000		4,973		4,973
9SFM3	Other	1.00	LS	49,331.000		51,107		51,107
\$56,079.72				[]		56,080		56,080
						56,079.72		56,079.72

=====> Item Totals: 3100 - CUSTOMER SERVICE YR 2013
 \$4,805,460.92 19,801.6000 MH/LS 19,801.60 MH [787465.22] 1,172,750 326,398 1,650,173 1,656,140 4,805,461
 4,805,460.920 1 LS 1,172,750.16 326,397.56 1,650,172.92 1,656,140.28 4,805,460.92

BID ITEM = 3200 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 1.00 LS Hrs/Shft: 8.00 Cal 40 WC0000

There are no cost resources for this activity.

15 NonManagement Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 3200 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

There are no cost resources for this activity.

20	OTHER		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal 50	WC0000
9MM1	Office Supplies	12.00 MON	300.000				3,730	3,730
9MM11	Postage	12.00 MON	50.000				622	622
9MM2	Delivery & Distributi	12.00 MON	50.000				622	622
9MM22	Drug Testing	4.00 EA	75.000				311	311
9MM3	Courses & Seminars	4.00 EA	300.000				1,243	1,243
9MM33	Safety Equipment	4.00 EA	100.000				414	414
9MM4	Employee Uniforms	260.00 EA	8.500				2,290	2,290
9MM44	Computer Supplies	12.00 MON	150.000				1,865	1,865
9MM5	Tools & Equipment	12.00 MON	150.000				1,865	1,865
9MM55	Warehousing & Stora	0.00 MON	0.000					
9MM6	Equipment Rental	6.00 EA	150.000				932	932
9MM66	Misc Exp	12.00 MON	200.000				2,486	2,486
9MM7	Hazardous Waste Dis	4.00 EA	4,000.000				16,576	16,576
9MM77	Non-Hazardous Wast	12.00 EA	2,000.000				24,864	24,864
9MM8	Other	12.00 MON	1,200.000				14,918	14,918
\$72,737.56			[]				72,738	72,738
							72,737.56	72,737.56

=====> Item Totals: 3200 - MATERIAL MANAGEMENT YR 2013
 \$72,737.56 [] 72,738 72,738
 72,737.560 1 LS 72,737.56 72,737.56

BID ITEM = 3300 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal 40	WC0000
M1F	Manager Employee D	1.00 2,080.00 MH	48.080	147,077				147,077
M8A	Deputy GM Admin &	1.00 2,080.00 MH	62.500	183,056				183,056
M8B	Manager Accounting	1.00 2,080.00 MH	37.500	119,437				119,437
M8G	IT Specialist	1.00 2,080.00 MH	42.310	132,084				132,084
M9A	Manager Material Co	1.00 2,080.00 MH	36.060	115,319				115,319
\$696,973.34	10,400.0000 MH/LS	10,400.00 MH	[487972.58]	696,973				696,973
		0.0001 Unit/M		696,973.34				696,973.34

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contrac

BID ITEM = 3300 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2013 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

20 Non-Management Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N11AA	Buyer	1.00	2,080.00	MH	29.490	102,818			102,818
N11B	Payroll Clerks	2.00	4,160.00	MH	26.640	188,118			188,118
N11C	Accounts Payable/Rec	2.00	4,160.00	MH	26.640	188,118			188,118
N12A	Clerks	5.00	10,400.00	MH	23.000	414,356			414,356
\$893,410.29	20,800.0000	MH/LS	20,800.00	MH	[581556.33]	893,410			893,410
						893,410.29			893,410.29

30 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9BF1	Vehicle Operating Ex	0.00	MON	583.330					
9BF2	Dues & Memberships	7.00	EA	300.000		2,176			2,176
9BF3	Courses & Seminars	11.00	EA	400.000		4,558			4,558
9BF4	Misc	1.00	LS	3,500.000		3,626			3,626
9BF5	Data Processing Supp	12.00	MON	300.000		3,730			3,730
9BF6	Postage	12.00	MON	600.000		7,459			7,459
9BF66	Books	12.00	MON	50.000		622			622
9BF7	Office Supplies	12.00	MON	1,500.000		18,648			18,648
9BF77	Safety	11.00	EA	100.000		1,140			1,140
9BF8	Computer Repair	132.00	MON	25.000		3,419			3,419
9BF88	Delivery & Distributi	12.00	MON	1,000.000		12,432			12,432
\$57,808.80				[]		57,809			57,809
						57,808.80			57,808.80

=====> Item Totals: 3300 - ADMINISTRATION & FINANCE YR 2013
 \$1,648,192.43 31,200.0000 MH/LS 31,200.00 MH [1069528.91] 1,590,384 57,809 1,648,192
 1,648,192.430 1 LS 1,590,383.63 57,808.80 1,648,192.43

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 3400 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAR @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

05 GENERAL & ADMIN OVERHEAR @ 8% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

GENERAL & ADMIN OVERHEAD IS AT 8% EXCEPT FOR MATERIAL

MATERIAL IS AT 2% EXCEPT MOW MATERAIL (RAIL, BALLAST, TIES) IS AT 1%

DIRECT COST = \$54,828,031
 LESS MATERIAL -\$5,109,993

REVISED DIRECT COST = \$49,718,038 X 8% = \$3,977,443
 MATERIAL COST \$5,109,993 - MOW MATL 1,000,000 = 4,109,993 X 2% = \$82,200
 MOW MATERIAL - \$1,000,000 X 1% = \$10,000

TOTAL OH = \$3,977,443 + \$82,200 + \$10,000 = \$4,069,643										
9GOH	GENERAL & ADMIN	1.00	LS	3,928,205.000			4,069,620			4,069,620

=====> Item Totals:	3400	- GENERAL & ADMIN OVERHEAR @ 8%								
\$4,069,620.38			[]				4,069,620			4,069,620
4,069,620.380	1	LS					4,069,620.38			4,069,620.38

BID ITEM = 3450 Land Item SCHEDULE: 1 100
 Description = AWARD FEE @ 80% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 AWARD FEE @ 80% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

DIRECT COST - \$54,828,031 X 6.4% = \$3,508,994

agreed upon total = \$4,500,000 80% = \$3,600,000										
9AF	AWARD FEE @ 80	1.00	LS	3,475,000.000			3,600,100			3,600,100

=====> Item Totals:	3450	- AWARD FEE @ 80%								
\$3,600,100.00			[]				3,600,100			3,600,100
3,600,100.000	1	LS					3,600,100.00			3,600,100.00

Total of Above Sub-Biditems

=====> Item Totals:	2000	- FORM 3C - COST PROPOSAL DETAIL YR 2013									
\$62,497,751.42	775,174.4000	MH/LS	775,174.40	MH	[26463564.21]	39,804,378	5,109,993	13,650,879	84,669	3,847,832	62,497,751
62,497,751.420	1	LS				39,804,377.74	5,109,993.04	13,650,879.31	84,668.86	3,847,832.47	62,497,751.42

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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PARENT ITEM 4000
 Description = FORM 3C - COST PROPOSAL DETAIL YR 2 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 4000:

BID ITEM = 4100 Land Item SCHEDULE: 1 100
 Description = DIRECT ADMINISTRATIVE YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management		Quan: 1.00 LS		Hrs/Shft: 8.00		Cal 40		WC0000	
M1A	General Manager	0.88	1,830.40 MH	108.170	304,145				304,145
M1B	Administrative Assist	1.00	2,080.00 MH	28.850	98,011				98,011
M1C	Deputy GM, Safety, T	0.88	1,830.40 MH	48.070	147,607				147,607
M1E	Safety Specialist	0.88	1,830.40 MH	36.060	105,027				105,027
M1E1	Operating Rules Exa	1.00	2,080.00 MH	38.460	141,892				141,892
M1G	Labor Relations Offic	1.00	2,080.00 MH	48.080	152,216				152,216
\$948,896.93	11,731.2000 MH/LS	11,731.20	MH	[634739.31]	948,897				948,897
		0.0001	Unit/M		948,896.93				948,896.93

20 Purchased Services		Quan: 1.00 LS		Hrs/Shft: 10.00		Cal 50		WC0000	
4232A	MIS Software Mainte	1.00	LS	25,000.000				26,805	26,805
4232B	Computer Equipment	1.00	LS	10,000.000				10,722	10,722
4232C	Consulting	1.00	LS	50,000.000				53,610	53,610
4232D	Legal & Audit	1.00	LS	75,000.000				80,415	80,415
423E	Passenger Count	1.00	YR	180,000.000				192,996	192,996
423F	Security Expenses	12.00	MON	1,100.000				14,153	14,153
\$378,701.04				[]				378,701	378,701
								378,701.04	378,701.04

30 Other		Quan: 1.00 LS		Hrs/Shft: 10.00		Cal 50		WC0000	
9A	Vehicle Expense	1.00	LS	521,751.000				559,421	559,421
9B	Excess Comm Auto L	1.00	YR	42,000.000				45,032	45,032
9C	Comm Auto Liability	1.00	YR	118,000.000				126,520	126,520
9D	Third Party Claims A	1.00	YR	250,000.000				268,050	268,050
9E	RR Protective Ins	1.00	YR	99,492.800				106,676	106,676
9FA	Pollution Liability Ins	1.00	YR	29,790.640				31,942	31,942
9G	Crime Insurance	1.00	YR	11,000.000				11,794	11,794
9H	Telephone	12.00	MON	3,000.000				38,599	38,599
9I	Radio Maintenance	1.00	LS	5,000.000				5,361	5,361
9J	Data Transmissions	12.00	MON	1,700.000				21,873	21,873
9K	Software	52.00	EA	52.000				2,899	2,899
9L	Office Utilities	0.00	MON	0.000					
9M	Office Supplies	12.00	MON	1,000.000				12,866	12,866
9N	Books & Subscription	12.00	MON	300.000				3,860	3,860
9O	Delivery & Distributi	1.00	MON	10,000.000				10,722	10,722
9P	Dues	1.00	LS	5,000.000				5,361	5,361
9Q	Printing	12.00	EA	500.000				6,433	6,433
9R	Postage	12.00	MON	1,500.000				19,300	19,300

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 4100			Land Item	SCHEDULE: 1			100			
Description = DIRECT ADMINISTRATIVE YR 2014			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9S	Forms & Supplies	12.00	MON	500.000			6,433			6,433
9T	Janitorial Services	12.00	MON	500.000			6,433			6,433
9U	Relocation Expense	1.00	EA	15,000.000			16,083			16,083
9V	Consultants	1.00	LS	14,400.000			15,440			15,440
9W	Bonding	1.00	EA	40,000.000			42,888			42,888
9X	Travel	4.00	EA	1,100.000			4,718			4,718
9Y	Building Maintenance	0.00	MON	0.000						
9Z1	Meetings & Seminars	6.00	EA	1,500.000			9,650			9,650
9Z2	Employee & Develop	1.00	EA	30,000.000			32,166			32,166
9Z3	Safety	7.00	EA	250.000			1,876			1,876
9Z4	Office Equipment	1.00	LS	8,400.000			9,006			9,006
9Z5	Miscellaneous Expens	12.00	MON	1,250.000			16,083			16,083
9Z6	Mobile Phones	2,040.00	MON	70.800			154,860			154,860
\$1,592,346.13				[]			1,592,346			1,592,346
							1,592,346.13			1,592,346.13

=====> Item Totals: 4100 - DIRECT ADMINISTRATIVE YR 2014										
\$2,919,944.10	11,731.2000	MH/LS	11,731.20	MH	[634739.31]	948,897	1,592,346	378,701	2,919,944	
2,919,944.100		1 LS				948,896.93	1,592,346.13	378,701.04	2,919,944.10	

BID ITEM = 4200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2014			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
10	Management		Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000		
M4A	Deputy GM Operatio	1.00	2,080.00	MH	69.710	237,327				237,327
M4A1	Manager Field Operat	2.00	4,160.00	MH	57.690	385,454				385,454
M4D	Transportation Supr (	4.00	8,320.00	MH	41.830	539,775				539,775
M4E	Transportation Supr (	2.00	4,160.00	MH	41.830	270,815				270,815
\$1,433,371.73		18,720.0000	MH/LS	18,720.00	MH	[972512.85]	1,433,372			1,433,372
			0.0001	Unit/M		1,433,371.73				1,433,371.73

20 San Jose/Gilroy Quan: 1.00 LS Cal 10 WC0000

Heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 4200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2014			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9TYO22	Operating Timetables	260.00	EA	10.000			2,788			2,788
9TYO3	Crew Transportation	625.00	EA	200.000			134,025			134,025
9TYO4	Employee Physicals	90.00	EA	200.000			19,300			19,300
9TYO44	Drug Testing	200.00	EA	75.000			16,083			16,083
9TYO5	Travel	10.00	EA	1,000.000			10,722			10,722
9TYO55	Safety Equipment	158.00	EA	200.000			33,882			33,882
9TYO6	Radio Eq Repair & M	1,896.00	MON	10.000			20,329			20,329
9TYO66	Office Supplies	12.00	MON	500.000			6,433			6,433
9TYO7	Computer Eq Supplie	12.00	MON	200.000			2,573			2,573
9TYO77	Form Supplies	12.00	MON	250.000			3,217			3,217
9TYO8	Postage/Delivery	12.00	MON	100.000			1,287			1,287
9TYO88	Bio Hazard Disposal	12.00	MON	6,000.000			77,198			77,198
9TYO99	Misc	1.00	LS	50,000.000			53,610			53,610
9TYO999	Crew Lodging	263.00	DAY	600.000			169,193			169,193
\$665,437.34				[]			665,437			665,437
							665,437.34			665,437.34

=====> Item Totals: 4200 - TRAIN & YARD OPERATIONS YR 2014										
\$19,001,128.60	314,080.0000	MH/LS	314,080.00	MH	[12052895.66]	17,974,792	962,005	64,332	19,001,129	
19,001,128.600		1 LS				17,974,791.96	962,004.64	64,332.00	19,001,128.60	

BID ITEM = 4300			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD MOVEMENT CONTROL Y			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000

10	Management			Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000	
M5A	Director Train Operati	1.00	2,080.00	MH	57.690	190,049				190,049
M5B	Mgr, Train Operation	4.00	8,320.00	MH	39.900	520,877				520,877
M5D	Supv. Train Oper/Dis	8.00	16,640.00	MH	35.100	932,060				932,060
\$1,642,984.80	27,040.0000	MH/LS	27,040.00	MH	[1110828.36]	1,642,985				1,642,985
						1,642,984.80				1,642,984.80

20	Non-Management			Quan:	1.00	LS		Cal 7.5	WC0000	
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easy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 4300 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD MOVEMENT CONTROL Y Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N08B	Visual Messaging Cle	5.00	10,400.00 MH	26.640	486,728					486,728
\$486,727.53	10,400.0000 MH/LS	10,400.00 MH		[319338.9]	486,728					486,728
		0.0001 Unit/M			486,727.53					486,727.53

30	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9TYM1	Office Supplies	12.00	MON	200.000		2,573			2,573
9TYM11	Postage & Shipping	12.00	MON	100.000		1,287			1,287
9TYM2	Mobile Phones	0.00	MON	0.000					
9TYM22	Courses & Seminars	12.00	MON	500.000		6,433			6,433
9TYM3	Forms & Suppliers	12.00	EA	250.000		3,217			3,217
9TYM33	Misc	12.00	MON	500.000		6,433			6,433
9TYM4	Drug Testing	6.00	EA	75.000		482			482
9TYM5	Physicals	18.00	EA	200.000		3,860			3,860
\$24,285.33				[]		24,285			24,285
						24,285.33			24,285.33

=====> Item Totals: 4300 - TRAIN & YARD MOVEMENT CONTROL YR 2014
 \$2,153,997.66 37,440.0000 MH/LS 37,440.00 MH [1430167.26] 2,129,712 24,285 2,153,998
 2,153,997.660 1 LS 2,129,712.33 24,285.33 2,153,997.66

BID ITEM = 4400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M3A	Deputy GM Maint of	1.00	2,080.00 MH	69.710	238,935				238,935
M3B	Sr. Manager Eq Maint	1.00	2,080.00 MH	49.040	170,341				170,341
M3C	Manager of Eq Maint	2.00	4,160.00 MH	43.270	278,563				278,563
M3F	Equip. Supervisor	8.00	16,640.00 MH	34.620	920,677				920,677
\$1,608,515.66	24,960.0000 MH/LS	24,960.00 MH		[1075502.38]	1,608,516				1,608,516
					1,608,515.66				1,608,515.66

20	Non-Mgmt - San Francisco	Quan:	1.00 LS	Cal	7.5	WC	0000
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eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
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BID ITEM = 4400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N03B	Electrician	7.00	14,560.00	MH	25.840	663,605			663,605
N03D	Carman	6.00	12,480.00	MH	25.840	568,805			568,805
N03E	Coach Cleaner	9.00	18,720.00	MH	20.420	698,042			698,042
N03G	Laborer	3.00	6,240.00	MH	21.610	244,036			244,036
N03H	Clerk	1.00	2,080.00	MH	19.900	75,906			75,906
\$2,250,394.00	54,080.0000	MH/LS	54,080.00	MH	[1449084.18]	2,250,394			2,250,394
						2,250,394.00			2,250,394.00

30 Non-Mgmt - San Jose Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N04B	Electrician	11.00	22,880.00	MH	25.840	1,042,808			1,042,808
N04C	Machinist	10.00	20,800.00	MH	25.840	948,008			948,008
N04D	Carman	12.00	24,960.00	MH	25.840	1,137,609			1,137,609
N04E	Coach Cleaner	16.00	33,280.00	MH	20.420	1,240,963			1,240,963
N04G	Laborer	9.00	18,720.00	MH	21.610	732,109			732,109
N04H	Clerk	1.00	2,080.00	MH	19.900	75,906			75,906
N04J	Sheet Metal Technicia	1.00	2,080.00	MH	26.840	97,982			97,982
N04K	Sheet Metal Mechanic	1.00	2,080.00	MH	25.840	94,801			94,801
N04L	Electrician Technician	1.00	2,080.00	MH	32.250	115,190			115,190
N04M	Air Cond/Refrig Main	1.00	2,080.00	MH	25.840	94,801			94,801
\$5,580,177.09	131,040.0000	MH/LS	131,040.00	MH	[3607187.03]	5,580,177			5,580,177
						5,580,177.09			5,580,177.09

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 4400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

40 Non-Mgmt - Gilroy Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N05C	Carman	1.00	2,080.00	MH	25.840	94,801				94,801
N05D	Coach Cleaner	2.00	4,160.00	MH	20.420	155,120				155,120
N05F	Laborer	1.00	2,080.00	MH	21.610	81,345				81,345
\$331,266.58	8,320.0000 MH/LS	8,320.00	MH	[211669.91]	331,267					331,267
		0.0001	Unit/M		331,266.58					331,266.58

50 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2224A Material Cost@102% 588.00 EA 5,804.000 3,732,336 3,732,336

60 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

4236A	Stand by power	1.00	12,000.000	LS				12,866	12,866
4236B	Building Maint	1.00	30,000.000	LS				32,166	32,166
4236C	Outside Fabrication	1.00	30,000.000	LS				32,166	32,166
4236CC	HVAC Overhauls	1.00	188,800.000	LS				202,431	202,431
4236F	Electronic Repair Ser	1.00	46,000.000	LS				49,321	49,321
423H	Misc Mnx Servs-car	1.00	30,000.000	LS				32,166	32,166
423I	COTS	1.00	441,000.000	LS				472,840	472,840
\$833,957.16					[]			833,957	833,957
								833,957.16	833,957.16

70 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

93A	Off Road Veh Maint/	1.00	30,000.000	LS				32,166	32,166
93B	Office Supplies	12.00	1,200.000	MON				15,440	15,440
93C	Safety Supplies	120.00	250.000	EA				32,166	32,166
93D	Misc Tools, eq, & rep	93.00	600.000	EA				59,829	59,829
93E	Facility Repair/Impro	12.00	2,000.000	MON				25,733	25,733
93F	Oxygen & Burning G	12.00	100.000	MON				1,287	1,287
93G	Bottled Water	138,000.00	0.500	EA				73,982	73,982

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 4400			Land Item	SCHEDULE: 1			100			
Description = MAINTENANCE OF SERVICE EQUIPMENT			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:	0.000	
93H	Postage	12.00	MON	75.000			965			965
93I	Travel (Admin)	6.00	EA	2,500.000			16,083			16,083
93J	Courses & Seminars (	93.00	EA	400.000			39,886			39,886
93K	Medical Costs	1.00	LS	2,625.000			2,815			2,815
93L	Delivery/Distribution	1.00	LS	10,000.000			10,722			10,722
93M	Maint of Misc Eq	12.00	MON	1,000.000			12,866			12,866
93N	Office Equipment	1.00	YR	10,000.000			10,722			10,722
93O	Office Eq Repairs	12.00	MON	200.000			2,573			2,573
93P	Forms-Supplies	12.00	MON	1,000.000			12,866			12,866
93Q	Meetings	12.00	EA	400.000			5,147			5,147
93R	Uniforms	5,824.00	WK	8.000			49,956			49,956
\$405,202.61				[]			405,203			405,203
							405,202.61			405,202.61

=====> Item Totals: 4400 - MAINTENANCE OF SERVICE EQUIPMENT YR 2014
 \$14,741,848.85 218,400.0000 MH/LS 218,400.00 MH [6343443.5] 9,770,353 3,732,336 405,203 833,957 14,741,849
 14,741,848.850 1 LS 9,770,353.33 3,732,335.75 405,202.61 833,957.16 14,741,848.85

BID ITEM = 4500 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 1.00 LS Hrs/Shft: 8.00 Cal 40 WC0000
 M6A1 District Manager Stati 0.00 MH 36.060
 \$0.00 []

20 Station Operations Quan: 1.00 LS Cal 7.5 WC0000
 eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 4500 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

hours

N10A	Ticket Agent - Lead	0.00	MH	25.310						
N10B	Accounting Clerk	0.00	MH	25.310						
N10C	Ticket Clerk	0.00	MH	25.310						
N10D	Reduced Pay Ticket C	0.00	MH	25.310						
N10E	Ticket Agent	0.00	MH	25.310						
N10F	Extra Board Ticket A	0.00	MH	25.310						
N10G	Ticket/Accounting Cl	0.00	MH	25.310						
\$0.00				[]						

=====> Item Totals: 4500 - REVENUE COLLECTION YR 2014
 \$0.00 []
 0.000 1 LS

BID ITEM = 4600 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management		Quan:	1.00	LSD	Hrs/Shft:	8.00	Cal	40	WC	0000
M2A	Deputy General Mana	0.88	1,830.40	MH	72.120	216,146				216,146
M2B	Superintendent C&S	0.88	1,830.40	MH	52.880	145,123				145,123
M2C	Superintendent Track	0.88	1,830.40	MH	52.880	145,123				145,123
M2D	Staff Engineer	0.88	1,830.40	MH	38.460	111,186				111,186
M2G	Track/ B&B Inspector	3.00	6,240.00	MH	43.270	417,845				417,845
M2H	Manager Commuter O		0.00	MH	37.500					
M2I	Finance Analyst		0.00	MH	32.210					
M2J	Inventory Control Spe		0.00	MH	34.130					
\$1,035,423.18	13,561.6000 MH/LSD		13,561.60	MH	[714078.26]	1,035,423				1,035,423
			0.0001 Unit/M			1,035,423.18				1,035,423.18

20 Non-Management Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 4600 Land Item SCHEDULE: 1 100 Description = MAINTENCANCE OF RAIL LINES YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000 =====> Item Totals: 4600 - MAINTENCANCE OF RAIL LINES YR 2014 \$9,389,763.18 109,241.6000 MH/LS 109,241.60 MH [3811956.64] 5,729,070 1,218,409 1,363,373 87,627 991,284 9,389,763 9,389,763.180 1 LS 5,729,069.93 1,218,408.54 1,363,373.07 87,627.36 991,284.28 9,389,763.18										

BID ITEM = 4700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M6B1	Deputy GM Cust Serv 0.88	1,830.40	MH	64.900	185,785				185,785
M6B2	Manager Stations & F 1.00	2,080.00	MH	43.270	154,826				154,826
M6B3	Engineer 1.00	2,080.00	MH	50.480	158,670				158,670
\$499,280.91	5,990.4000 MH/LS	5,990.40	MH	[336448.81]	499,281				499,281
		0.0002	Unit/M		499,280.91				499,280.91

15 NonManagement Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N09A	Foreman 1.76	3,660.80	MH	28.320	180,733				180,733
N09B	B&B Specialist 0.88	1,830.40	MH	26.000	83,873				83,873
N09E	Customer Service Age 3.00	6,240.00	MH	26.640	292,037				292,037
\$556,642.50	11,731.2000 MH/LS	11,731.20	MH	[365952.79]	556,643				556,643
	0.0005 Units/Hr		0.0001 Unit/M		556,642.50				556,642.50

20 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2226A	CEMOF Mats@102%	1.00	LS	80,000.000	87,492				87,492
2226B	Materials@102%	1.00	LS	100,000.000	109,364				109,364
2226C	Supplies@102%	1.00	LS	76,060.000	83,183				83,183
2226D	Other (List)@102%	1.00	LS	52,818.000	57,764				57,764
\$337,802.57				[]	337,803				337,803
					337,802.57				337,802.57

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 4700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

30 Purchased Services		Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC	0000
4239A	CEMOF and Gilroy F	1.00	LS	900,000.000					964,980	964,980
4239B	Pest Control	1.00	LS	17,500.000					18,764	18,764
4239C	Other	1.00	LS	0.000						
4239D	Janitorail Services &	1.00	LS	681,091.000					730,266	730,266
9239E	Trash Removal	1.00	LS	197,263.000			211,505			211,505
9239F	Station Grounds Main	1.00	LS	787,477.000			844,333			844,333
9239G	Graffiti Removal	1.00	LS	15,000.000			16,083			16,083
9239H	VMS	1.00	LS	8,500.000			9,114			9,114
9239I	General Building Mai	1.00	LS	303,960.000			325,906			325,906
9239J	Parking Lot Maint	1.00	LS	226,500.000			242,853			242,853
9239K	Parking Lot Revenue	1.00	LS	178,680.000			191,581			191,581
\$3,555,384.11				[]			1,841,375		1,714,009	3,555,384
							1,841,374.84		1,714,009.27	3,555,384.11

40 OTHER		Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9SFM1	Office Eq/Supplies	12.00	MON	400.000			5,147			5,147
9SFM3	Other	1.00	LS	49,331.000			52,893			52,893
\$58,039.26				[]			58,039			58,039
							58,039.26			58,039.26

=====> Item Totals: 4700 - CUSTOMER SERVICE YR 2014
 \$5,007,149.35 17,721.6000 MH/LS 17,721.60 MH [702401.6] 1,055,923 337,803 1,899,414 1,714,009 5,007,149
 5,007,149.350 1 LS 1,055,923.41 337,802.57 1,899,414.10 1,714,009.27 5,007,149.35

BID ITEM = 4800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management		Quan:	1.00	LS	Hrs/Shft:	8.00	Cal	40	WC	0000
There are no cost resources for this activity.										

15 NonManagement		Quan:	1.00	LS			Cal	7.5	WC	0000
eavy bid calculates overtime as follows										

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 4800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

There are no cost resources for this activity.

20	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal 50	WC0000
9MM1	Office Supplies	12.00	MON	300.000		3,860	3,860
9MM11	Postage	12.00	MON	50.000		643	643
9MM2	Delivery & Distributi	12.00	MON	50.000		643	643
9MM22	Drug Testing	4.00	EA	75.000		322	322
9MM3	Courses & Seminars	4.00	EA	300.000		1,287	1,287
9MM33	Safety Equipment	4.00	EA	100.000		429	429
9MM4	Employee Uniforms	260.00	EA	8.500		2,370	2,370
9MM44	Computer Supplies	12.00	MON	150.000		1,930	1,930
9MM5	Tools & Equipment	12.00	MON	150.000		1,930	1,930
9MM55	Warehousing & Stora	0.00	MON	0.000			
9MM6	Equipment Rental	6.00	EA	150.000		965	965
9MM66	Misc Exp	12.00	MON	200.000		2,573	2,573
9MM7	Hazardous Waste Dis	4.00	EA	4,000.000		17,155	17,155
9MM77	Non-Hazardous Wast	12.00	EA	2,000.000		25,733	25,733
9MM8	Other	12.00	MON	1,200.000		15,440	15,440
\$75,279.16				[]		75,279	75,279
						75,279.16	75,279.16

=====> Item Totals: 4800 - MATERIAL MANAGEMENT YR 2014
 \$75,279.16 [] 75,279 75,279
 75,279.160 1 LS 75,279.16 75,279.16

BID ITEM = 4900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal 40	WC0000
M1F	Manager Employee D	1.00	2,080.00 MH	48.080	152,216		152,216
M8A	Deputy GM Admin &	1.00	2,080.00 MH	62.500	189,452		189,452
M8B	Manager Accounting	1.00	2,080.00 MH	37.500	123,611		123,611
M8G	IT Specialist	1.00	2,080.00 MH	42.310	136,699		136,699
M9A	Manager Material Co	1.00	2,080.00 MH	36.060	119,349		119,349
\$721,327.03	10,400.0000 MH/LS	10,400.00	MH	[505023.34]	721,327		721,327
		0.0001	Unit/M		721,327.03		721,327.03

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 4900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2014 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

20 Non-Management Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N11B	Payroll Clerks	2.00	4,160.00	MH	26.640	194,691				194,691
N11C	Accounts Payable/Rec	2.00	4,160.00	MH	26.640	194,691				194,691
N12A	Clerks	3.00	6,240.00	MH	23.000	257,301				257,301
\$646,682.88	14,560.0000	MH/LS	14,560.00	MH	[420894.42]	646,683				646,683
			0.0001	Unit/M		646,682.88				646,682.88

30 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9BF1	Vehicle Operating Ex	0.00	MON	583.330						
9BF2	Dues & Memberships	7.00	EA	300.000			2,252			2,252
9BF3	Courses & Seminars	11.00	EA	400.000			4,718			4,718
9BF4	Misc	1.00	LS	3,500.000			3,753			3,753
9BF5	Data Processing Supp	12.00	MON	300.000			3,860			3,860
9BF6	Postage	12.00	MON	600.000			7,720			7,720
9BF66	Books	12.00	MON	50.000			643			643
9BF7	Office Supplies	12.00	MON	1,500.000			19,300			19,300
9BF77	Safety	11.00	EA	100.000			1,179			1,179
9BF8	Computer Repair	132.00	MON	25.000			3,538			3,538
9BF88	Delivery & Distributi	12.00	MON	1,000.000			12,866			12,866
\$59,828.76					[]		59,829			59,829
							59,828.76			59,828.76

=====> Item Totals: 4900 - ADMINISTRATION & FINANCE YR 2014
 \$1,427,838.67 24,960.0000 MH/LS 24,960.00 MH [925917.76] 1,368,010 59,829 1,427,839
 1,427,838.670 1 LS 1,368,009.91 59,828.76 1,427,838.67

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub- Contract	Total
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BID ITEM = 4950 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAR @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

05 GENERAL & ADMIN OVERHEAR @ 8% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

GENERAL & ADMIN OVERHEAD IS AT 8% EXCEPT FOR MATERIAL

MATERIAL IS AT 2% EXCEPT MOW MATERAIL (RAIL, BALLAST, TIES) IS AT 1%

DIRECT COST = \$54,716,950

LESS MATERIAL -\$5,288,546

REVISED DIRECT COST = \$49,428,404 X 8% = \$3,954,272

MATERIAL COST 5,288,546 - MOW MATL 1,000,000 = 4,288,546 X 2% = \$85,771

MOW MATERIAL - \$1,000,000 X 1% = \$10,000

TOTAL OH = \$3,954,272 + \$85,771 + \$10,000 = \$4,050,043

9GOH	GENERAL & ADMIN	1.00 LS		3,777,318.000				4,050,040		4,050,040
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=====> Item Totals: 4950 - GENERAL & ADMIN OVERHEAR @ 8%

\$4,050,040.36				[]				4,050,040		4,050,040
4,050,040.360		1 LS						4,050,040.36		4,050,040.36

BID ITEM = 4975 Land Item SCHEDULE: 1 100
 Description = AWARD FEE @ 80% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 AWARD FEE @ 80% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

DIRECT COST OF \$54,716,950 X 6.4% = \$3,501,885

agreed upon total = \$4,500,000 80% = \$3,600,000

9AF	AWARD FEE @ 80	1.00 LS		3,357,500.000				3,599,912		3,599,912
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=====> Item Totals: 4975 - AWARD FEE @ 80%

\$3,599,911.50				[]				3,599,912		3,599,912
3,599,911.500		1 LS						3,599,911.50		3,599,911.50

Total of Above Sub-Biditems

=====> Item Totals: 4000 - FORM 3C - COST PROPOSAL DETAIL YR 2014

\$62,366,901.43	733,574.4000	MH/LS	733,574.40	MH	[25901521.73]	38,976,758	5,288,547	14,031,686	87,627	3,982,284	62,366,901
62,366,901.430		1 LS				38,976,757.80	5,288,546.86	14,031,685.66	87,627.36	3,982,283.75	62,366,901.43

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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PARENT ITEM 5000
 Description = FORM 3C - COST PROPOSAL DETAIL YR 2 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 5000:

BID ITEM = 5100 Land Item SCHEDULE: 1 100
 Description = DIRECT ADMINISTRATIVE YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management		Quan: 1.00 LS		Hrs/Shft: 8.00		Cal 40		WC0000	
M1A	General Manager	0.88	1,830.40 MH	108.170	314,782				314,782
M1B	Administrative Assist	1.00	2,080.00 MH	28.850	101,439				101,439
M1C	Deputy GM, Safety, T	0.88	1,830.40 MH	48.070	152,769				152,769
M1E	Safety Specialist	0.88	1,830.40 MH	36.060	108,700				108,700
M1E1	Operating Rules Exa	1.00	2,080.00 MH	38.460	146,854				146,854
M1G	Labor Relations Offic	1.00	2,080.00 MH	48.080	157,540				157,540
\$982,084.42	11,731.2000 MH/LS	11,731.20	MH	[656939.2]	982,084				982,084
		0.0001	Unit/M		982,084.42				982,084.42

20 Purchased Services		Quan: 1.00 LS		Hrs/Shft: 10.00		Cal 50		WC0000	
4232A	MIS Software Mainte	1.00	LS	50,000.000				55,485	55,485
4232B	Computer Equipment	1.00	LS	10,000.000				11,097	11,097
4232C	Consulting	1.00	LS	50,000.000				55,485	55,485
4232D	Legal & Audit	1.00	LS	50,000.000				55,485	55,485
423E	Passenger Count	1.00	YR	180,000.000				199,746	199,746
423F	Security Expenses	12.00	MON	1,100.000				14,648	14,648
\$391,946.04				[]				391,946	391,946
								391,946.04	391,946.04

30 Other		Quan: 1.00 LS		Hrs/Shft: 10.00		Cal 50		WC0000	
9A	Vehicle Expense	1.00	LS	521,751.000				578,987	578,987
9B	Excess Comm Auto L	1.00	YR	42,000.000				46,607	46,607
9C	Comm Auto Liability	1.00	YR	118,000.000				130,945	130,945
9D	Third Party Claims A	1.00	YR	250,000.000				277,425	277,425
9E	RR Protective Ins	1.00	YR	99,492.800				110,407	110,407
9FA	Pollution Liability Ins	1.00	YR	29,790.640				33,059	33,059
9G	Crime Insurance	1.00	YR	11,000.000				12,207	12,207
9H	Telephone	12.00	MON	3,000.000				39,949	39,949
9I	Radio Maintenance	1.00	LS	5,000.000				5,549	5,549
9J	Data Transmissions	12.00	MON	1,700.000				22,638	22,638
9K	Software	52.00	EA	52.000				3,001	3,001
9L	Office Utilities	0.00	MON	0.000					
9M	Office Supplies	12.00	MON	1,000.000				13,316	13,316
9N	Books & Subscription	12.00	MON	300.000				3,995	3,995
9O	Delivery & Distributi	1.00	MON	10,000.000				11,097	11,097
9P	Dues	1.00	LS	5,000.000				5,549	5,549
9Q	Printing	12.00	EA	500.000				6,658	6,658
9R	Postage	12.00	MON	1,500.000				19,975	19,975

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 5100			Land Item	SCHEDULE: 1			100			
Description = DIRECT ADMINISTRATIVE YR 2015			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9S	Forms & Supplies	12.00	MON	500.000			6,658			6,658
9T	Janitorial Services	12.00	MON	500.000			6,658			6,658
9U	Relocation Expense	1.00	EA	15,000.000			16,646			16,646
9V	Consultants	1.00	LS	14,400.000			15,980			15,980
9W	Bonding	1.00	EA	40,000.000			44,388			44,388
9X	Travel	4.00	EA	1,100.000			4,883			4,883
9Y	Building Maintenance	0.00	MON	0.000						
9Z1	Meetings & Seminars	6.00	EA	1,500.000			9,987			9,987
9Z2	Employee & Develop	1.00	EA	30,000.000			33,291			33,291
9Z3	Safety	7.00	EA	250.000			1,942			1,942
9Z4	Office Equipment	1.00	LS	8,400.000			9,321			9,321
9Z5	Miscellaneous Expens	12.00	MON	1,250.000			16,646			16,646
9Z6	Mobile Phones	2,040.00	MON	70.800			160,276			160,276
\$1,648,038.15				[]			1,648,038			1,648,038
							1,648,038.15			1,648,038.15

=====> Item Totals: 5100 - DIRECT ADMINISTRATIVE YR 2015										
\$3,022,068.61	11,731.2000	MH/LS	11,731.20	MH	[656939.2]	982,084	1,648,038	391,946	3,022,069	
3,022,068.610		1 LS				982,084.42	1,648,038.15	391,946.04	3,022,068.61	

BID ITEM = 5200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2015			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
10	Management		Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000		
M4A	Deputy GM Operatio	1.00	2,080.00	MH	69.710	245,628				245,628
M4A1	Manager Field Operat	2.00	4,160.00	MH	57.690	398,935				398,935
M4D	Transportation Supr (	4.00	8,320.00	MH	41.830	558,654				558,654
M4E	Transportation Supr (	2.00	4,160.00	MH	41.830	280,287				280,287
\$1,483,503.65		18,720.0000	MH/LS	18,720.00	MH	[1006526.31]	1,483,504			1,483,504
			0.0001	Unit/M		1,483,503.65				1,483,503.65

20 San Jose/Gilroy Quan: 1.00 LS Cal 10 WC0000

Heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 5200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2015			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9TYO22	Operating Timetables	260.00	EA	10.000			2,885			2,885
9TYO3	Crew Transportation	625.00	EA	200.000			138,713			138,713
9TYO4	Employee Physicals	90.00	EA	200.000			19,975			19,975
9TYO44	Drug Testing	200.00	EA	75.000			16,646			16,646
9TYO5	Travel	10.00	EA	1,000.000			11,097			11,097
9TYO55	Safety Equipment	158.00	EA	200.000			35,067			35,067
9TYO6	Radio Eq Repair & M	1,896.00	MON	10.000			21,040			21,040
9TYO66	Office Supplies	12.00	MON	500.000			6,658			6,658
9TYO7	Computer Eq Supplie	12.00	MON	200.000			2,663			2,663
9TYO77	Form Supplies	12.00	MON	250.000			3,329			3,329
9TYO8	Postage/Delivery	12.00	MON	100.000			1,332			1,332
9TYO88	Bio Hazard Disposal	12.00	MON	6,000.000			79,898			79,898
9TYO99	Misc	1.00	LS	50,000.000			55,485			55,485
9TYO999	Crew Lodging	263.00	DAY	600.000			175,111			175,111
\$688,710.89				[]			688,711			688,711
							688,710.89			688,710.89

=====> Item Totals:	5200	- TRAIN & YARD OPERATIONS YR 2015								
\$19,665,689.62	314,080.0000	MH/LS	314,080.00	MH	[12474443.49]	18,603,457	995,651	66,582	19,665,690	
19,665,689.620		1 LS				18,603,457.04	995,650.58	66,582.00	19,665,689.62	

BID ITEM = 5300			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD MOVEMENT CONTROL Y			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
10	Management			Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000	
M5A	Director Train Operati	1.00	2,080.00	MH	57.690	196,695				196,695
M5B	Mgr, Train Operation	4.00	8,320.00	MH	39.900	539,094				539,094
M5D	Supv. Train Oper/Dis	8.00	16,640.00	MH	35.100	964,658				964,658
\$1,700,447.89	27,040.0000	MH/LS	27,040.00	MH	[1149679.38]	1,700,448				1,700,448
						1,700,447.89				1,700,447.89

20 Non-Management
 Quant: 1.00 LS
 Cal 7.5 WC0000
 eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 5300 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD MOVEMENT CONTROL Y Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N08B	Visual Messaging Cle	5.00	10,400.00 MH	26.640	503,751					503,751
\$503,750.73	10,400.0000 MH/LS	10,400.00 MH	[330507.72]	503,751						503,751
		0.0001 Unit/M		503,750.73						503,750.73

30	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9TYM1	Office Supplies	12.00	MON	200.000		2,663			2,663
9TYM11	Postage & Shipping	12.00	MON	100.000		1,332			1,332
9TYM2	Mobile Phones	0.00	MON	0.000					
9TYM22	Courses & Seminars	12.00	MON	500.000		6,658			6,658
9TYM3	Forms & Suppliers	12.00	EA	250.000		3,329			3,329
9TYM33	Misc	12.00	MON	500.000		6,658			6,658
9TYM4	Drug Testing	6.00	EA	75.000		499			499
9TYM5	Physicals	18.00	EA	200.000		3,995			3,995
\$25,134.71				[]		25,135			25,135
						25,134.71			25,134.71

=====> Item Totals: 5300 - TRAIN & YARD MOVEMENT CONTROL YR 2015
 \$2,229,333.33 37,440.0000 MH/LS 37,440.00 MH [1480187.1] 2,204,199 25,135 2,229,333
 2,229,333.330 1 LS 2,204,198.62 25,134.71 2,229,333.33

BID ITEM = 5400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M3A	Deputy GM Maint of	1.00	2,080.00 MH	69.710	247,292				247,292
M3B	Sr. Manager Eq Maint	1.00	2,080.00 MH	49.040	176,298				176,298
M3C	Manager of Eq Maint	2.00	4,160.00 MH	43.270	288,306				288,306
M3F	Equip. Supervisor	8.00	16,640.00 MH	34.620	952,877				952,877
\$1,664,773.20	24,960.0000 MH/LS	24,960.00 MH	[1113117.88]	1,664,773					1,664,773
				1,664,773.20					1,664,773.20

20 Non-Mgmt - San Francisco Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
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BID ITEM = 5400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N03B	Electrician	7.00	14,560.00	MH	25.840	686,815			686,815
N03D	Carman	6.00	12,480.00	MH	25.840	588,698			588,698
N03E	Coach Cleaner	9.00	18,720.00	MH	20.420	722,455			722,455
N03G	Laborer	3.00	6,240.00	MH	21.610	252,572			252,572
N03H	Clerk	1.00	2,080.00	MH	19.900	78,561			78,561
\$2,329,101.12	54,080.0000	MH/LS	54,080.00	MH	[1499765.64]	2,329,101			2,329,101
						2,329,101.12			2,329,101.12

30 Non-Mgmt - San Jose Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N04B	Electrician	11.00	22,880.00	MH	25.840	1,079,280			1,079,280
N04C	Machinist	10.00	20,800.00	MH	25.840	981,164			981,164
N04D	Carman	12.00	24,960.00	MH	25.840	1,177,397			1,177,397
N04E	Coach Cleaner	16.00	33,280.00	MH	20.420	1,284,365			1,284,365
N04G	Laborer	9.00	18,720.00	MH	21.610	757,715			757,715
N04H	Clerk	1.00	2,080.00	MH	19.900	78,561			78,561
N04J	Sheet Metal Technicia	1.00	2,080.00	MH	26.840	101,409			101,409
N04K	Sheet Metal Mechanic	1.00	2,080.00	MH	25.840	98,116			98,116
N04L	Electrician Technician	1.00	2,080.00	MH	32.250	119,219			119,219
N04M	Air Cond/Refrig Main	1.00	2,080.00	MH	25.840	98,116			98,116
\$5,775,342.75	131,040.0000	MH/LS	131,040.00	MH	[3733347.72]	5,775,343			5,775,343
						5,775,342.75			5,775,342.75

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contra

BID ITEM = 5400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

40 Non-Mgmt - Gilroy Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N05C	Carman	1.00	2,080.00	MH	25.840	98,116			98,116
N05D	Coach Cleaner	2.00	4,160.00	MH	20.420	160,546			160,546
N05F	Laborer	1.00	2,080.00	MH	21.610	84,191			84,191
\$342,852.57	8,320.0000 MH/LS	8,320.00	MH	[219073.02]	342,853				342,853
			0.0001 Unit/M		342,852.57				342,852.57

50 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2224A	Material Cost@102%	588.00	EA	5,804.000	3,862,874				3,862,874
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60 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

4236A	Stand by power	1.00	LS	12,000.000				13,316	13,316
4236B	Building Maint	1.00	LS	30,000.000				33,291	33,291
4236C	Outside Fabrication	1.00	LS	30,000.000				33,291	33,291
4236CC	HVAC Overhauls	1.00	LS	188,800.000				209,511	209,511
4236F	Electronic Repair Ser	1.00	LS	46,000.000				51,046	51,046
423H	Misc Mnx Servs-car	1.00	LS	30,000.000				33,291	33,291
423I	COTS	1.00	LS	441,000.000				489,378	489,378
\$863,124.66				[]				863,125	863,125
								863,124.66	863,124.66

70 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

93A	Off Road Veh Maint/	1.00	LS	30,000.000				33,291	33,291
93B	Office Supplies	12.00	MON	1,200.000				15,980	15,980
93C	Safety Supplies	120.00	EA	250.000				33,291	33,291
93D	Misc Tools, eq, & rep	93.00	EA	600.000				61,921	61,921
93E	Facility Repair/Impro	12.00	MON	2,000.000				26,633	26,633
93F	Oxygen & Burning G	12.00	MON	100.000				1,332	1,332
93G	Bottled Water	138,000.00	EA	0.500				76,569	76,569

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 5400			Land Item	SCHEDULE: 1			100			
Description = MAINTENANCE OF SERVICE EQUIPMENT			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:	0.000	
93H	Postage	12.00	MON	75.000			999			999
93I	Travel (Admin)	6.00	EA	2,500.000			16,646			16,646
93J	Courses & Seminars (	93.00	EA	400.000			41,281			41,281
93K	Medical Costs	1.00	LS	2,625.000			2,913			2,913
93L	Delivery/Distribution	1.00	LS	10,000.000			11,097			11,097
93M	Maint of Misc Eq	12.00	MON	1,000.000			13,316			13,316
93N	Office Equipment	1.00	YR	10,000.000			11,097			11,097
93O	Office Eq Repairs	12.00	MON	200.000			2,663			2,663
93P	Forms-Supplies	12.00	MON	1,000.000			13,316			13,316
93Q	Meetings	12.00	EA	400.000			5,327			5,327
93R	Uniforms	5,824.00	WK	8.000			51,703			51,703
\$419,374.49				[]			419,374			419,374
							419,374.49			419,374.49

=====> Item Totals: 5400 - MAINTENANCE OF SERVICE EQUIPMENT YR 2015

\$15,257,442.30	218,400.0000	MH/LS	218,400.00	MH	[6565304.26]	10,112,070	3,862,874	419,374	863,125	15,257,442
15,257,442.300		1 LS				10,112,069.64	3,862,873.51	419,374.49	863,124.66	15,257,442.30

BID ITEM = 5500

Description = REVENUE COLLECTION YR 2015

Land Item SCHEDULE: 1 100

Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management		Quan: 1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000
M6A1	District Manager Stati	0.00	MH	36.060			
\$0.00				[]			

20	Station Operations		Quan: 1.00	LS		Cal 7.5	WC0000
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easy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 5500 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

hours

N10A	Ticket Agent - Lead	0.00	MH	25.310						
N10B	Accounting Clerk	0.00	MH	25.310						
N10C	Ticket Clerk	0.00	MH	25.310						
N10D	Reduced Pay Ticket C	0.00	MH	25.310						
N10E	Ticket Agent	0.00	MH	25.310						
N10F	Extra Board Ticket A	0.00	MH	25.310						
N10G	Ticket/Accounting Cl	0.00	MH	25.310						
\$0.00				[]						

=====> Item Totals: 5500 - REVENUE COLLECTION YR 2015
 \$0.00 []
 0.000 1 LS

BID ITEM = 5600 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management		Quan:	1.00	LSD	Hrs/Shft:	8.00	Cal	40	WC	0000
M2A	Deputy General Mana	0.88	1,830.40	MH	72.120	223,705				223,705
M2B	Superintendent C&S	0.88	1,830.40	MH	52.880	150,199				150,199
M2C	Superintendent Track	0.88	1,830.40	MH	52.880	150,199				150,199
M2D	Staff Engineer	0.88	1,830.40	MH	38.460	115,074				115,074
M2G	Track/ B&B Inspector	3.00	6,240.00	MH	43.270	432,459				432,459
M2H	Manager Commuter O		0.00	MH	37.500					
M2I	Finance Analyst		0.00	MH	32.210					
M2J	Inventory Control Spe		0.00	MH	34.130					
\$1,071,636.93	13,561.6000 MH/LSD		13,561.60	MH	[739053.03]	1,071,637				1,071,637
			0.0001 Unit/M			1,071,636.93				1,071,636.93

20 Non-Management Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 5600 Land Item SCHEDULE: 1 100										
Description = MAINTENCANCE OF RAIL LINES YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000										
if we want 10% overtime										
40 hrs x 10 = 400										
40 x 10% = 4 hrs x 15 = 60 total of \$460 - 460/400 = 15% must be applied to 40 hours										
9LAI	Labor Agt Incentive	1.00	LS	0.000						
N01C	Foreman - Track/B&	6.00	12,480.00 MH	29.880	704,218					704,218
N01D	Trackman/Laborer	12.00	24,960.00 MH	23.880	1,154,861					1,154,861
N01E	Operator A/Tamper/R	3.00	6,240.00 MH	25.610	306,994					306,994
N01H	Operator B/RR Equip	5.00	10,400.00 MH	24.460	500,508					500,508
N01I	Welder	1.00	2,080.00 MH	27.880	112,146					112,146
N01J	Welder Helper	1.00	2,080.00 MH	22.420	92,917					92,917
N01K	RR Equip. Mech. (Re	1.00	2,080.00 MH	28.430	114,083					114,083
N01L	RR Equip. Oiler (Rep	1.00	2,080.00 MH	24.550	100,419					100,419
N01M	Clerk	2.00	4,160.00 MH	19.900	168,084					168,084
N01MM	Truck Driver	1.00	2,080.00 MH	24.600	100,595					100,595
\$3,354,824.02	68,640.0000 MH/LS	68,640.00	MH	[2210188.17]	3,354,824					3,354,824
					3,354,824.02					3,354,824.02

30 Communications & Signals Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

9LAI	Labor Agt Incentive	1.00	LS	0.000						
N02A	Inspector	2.00	4,160.00 MH	31.620	250,636					250,636
N02B	Maintainer - C&S	9.00	18,720.00 MH	27.650	1,002,027					1,002,027
N02D	Radio Technician	1.00	2,080.00 MH	32.250	127,537					127,537
N02E	Electronic Technician	1.00	2,080.00 MH	30.900	122,782					122,782
\$1,502,982.19	27,040.0000 MH/LS	27,040.00	MH	[996037.96]	1,502,982					1,502,982
					1,502,982.19					1,502,982.19

40 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2222A	C&S Subtotal@101%	1.00	LS	612,115.000	686,057					686,057
2222B	B&B Subtotal@101%	1.00	LS	512,997.000	574,966					574,966

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentConrac	

BID ITEM = 5600 Land Item SCHEDULE: 1 100
 Description = MAINTENCANCE OF RAIL LINES YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 \$1,261,022.16 [] 1,261,022 1,261,022
 1,261,022.16 1,261,022.16

50	Purchased Services	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
411A	Janitorial Services	1.00	LS	27,322.000				30,319	30,319
411B	Weed Spraying	1.00	LS	105,500.000				117,073	117,073
411C	Fence Repairs on RO	1.00	LS	65,000.000				72,131	72,131
411D	ROW Clean up	1.00	LS	34,953.000				38,787	38,787
411E	Grade Crossing Repai	1.00	LS	30,000.000				33,291	33,291
411G	Structural Inspection	1.00	LS	127,000.000				140,932	140,932
411H	Pump House Maint	1.00	LS	21,000.000				23,304	23,304
411I	Tree Trimming/Remo	1.00	LS	157,500.000				174,778	174,778
411II	Weld Testing	1.00	LS	10,500.000				11,652	11,652
411III	Purchase & Install Lu	1.00	LS	81,506.000				90,447	90,447
411J	Utilities	1.00	LS	58,852.000				65,308	65,308
411K	Purchase & Install Lu	1.00	LS	104,000.000				115,409	115,409
411L	Tie Disposal	1.00	LS	42,000.000				46,607	46,607
411M	Track Geometry Car	1.00	LS	59,400.000				65,916	65,916
\$1,025,954.26 []									1,025,954 1,025,954
									1,025,954.26 1,025,954.26

60	OTHER	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
8PLOP	PRENTISS LOADER	1.00	1,040.00	HR	51.918			59,918	59,918
8PLOWN	PRENTISS LOADER	1.00	12.00	MON	2,311.000			30,774	30,774
91A	VEHICLE OPERATI	1.00	LS	0.000					
91BA	GAS, OIL AND SUP	1.00	LS	0.000					
91C	ROAD SUPPLIES	1.00	LS	0.000					
91D	TRAVEL AND TRAI	1.00	LS	130,369.000			144,670		144,670
91E	C&S SAFETY EQUI	1.00	LS	18,900.000			20,973		20,973
91F	TRACK/B&B SAFE	1.00	LS	15,000.000			16,646		16,646
91G	MAINT. OF RADIO	1.00	LS	37,800.000			41,947		41,947
91H	TOWER LEASES	1.00	LS	4,600.000			5,105		5,105
91I	MISC. COMPUTER	1.00	LS	20,917.000			23,212		23,212
91J	POSTAGE	1.00	LS	400.000			444		444
91JJ	Car Wheel Sets & Re	1.00	LS	53,132.000			58,961		58,961
91K	WASTE DISPOSAL	1.00	LS	22,500.000			24,968		24,968
91KA	OTHER EXP	1.00	LS	96,499.000			107,085		107,085
91L	C&S REPLACEMEN	1.00	LS	15,466.000			17,163		17,163
91LL	Track Replacement R	1.00	LS	241,500.000			267,993		267,993
91MA	C&S REPLACEMEN	1.00	LS	37,767.000			41,910		41,910
91N	TRACK REPLACEM	1.00	LS	60,723.000			67,384		67,384
91O	EQUIPEMNT RENT	1.00	LS	515,993.000			572,597		572,597
\$1,501,748.90 []									1,411,057 90,692 1,501,749
									1,411,056.78 90,692.12 1,501,748.90

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 5600 Land Item SCHEDULE: 1 100 Description = MAINTENCANCE OF RAIL LINES YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000 =====> Item Totals: 5600 - MAINTENCANCE OF RAIL LINES YR 2015 \$9,718,168.46 109,241.6000 MH/LS 109,241.60 MH [3945279.16] 5,929,443 1,261,022 1,411,057 90,692 1,025,954 9,718,168 9,718,168.460 1 LS 5,929,443.14 1,261,022.16 1,411,056.78 90,692.12 1,025,954.26 9,718,168.46										

BID ITEM = 5700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M6B1	Deputy GM Cust Serv	0.88	1,830.40 MH	64.900	192,282				192,282
M6B2	Manager Stations & F	1.00	2,080.00 MH	43.270	160,241				160,241
M6B3	Engineer	1.00	2,080.00 MH	50.480	164,220				164,220
\$516,743.16	5,990.4000 MH/LS	5,990.40 MH	[348216.04]	516,743					516,743
		0.0002 Unit/M		516,743.16					516,743.16

15 NonManagement Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N09A	Foreman	1.76	3,660.80 MH	28.320	187,055				187,055
N09B	B&B Specialist	0.88	1,830.40 MH	26.000	86,806				86,806
N09E	Customer Service Age	3.00	6,240.00 MH	26.640	302,250				302,250
\$576,110.97	11,731.2000 MH/LS	11,731.20 MH	[378751.93]	576,111					576,111
	0.0005 Units/Hr	0.0001 Unit/M		576,110.97					576,110.97

20 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2226A	CEMOF Mats@102%	1.00	LS	80,000.000	90,552				90,552
2226B	Materials@102%	1.00	LS	100,000.000	113,189				113,189
2226C	Supplies@102%	1.00	LS	76,060.000	86,092				86,092
2226D	Other (List)@102%	1.00	LS	52,818.000	59,784				59,784
\$349,617.16				[]	349,617				349,617
					349,617.16				349,617.16

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 5700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

30 Purchased Services										
4239A	CEMOF and Gilroy F	1.00	LS	900,000.000					998,730	998,730
4239B	Pest Control	1.00	LS	17,500.000					19,420	19,420
4239C	Other	1.00	LS	0.000						
4239D	Janitorail Services &	1.00	LS	681,091.000					755,807	755,807
9239E	Trash Removal	1.00	LS	197,263.000			218,903			218,903
9239F	Station Grounds Main	1.00	LS	787,477.000			873,863			873,863
9239G	Graffiti Removal	1.00	LS	15,000.000			16,646			16,646
9239H	VMS	1.00	LS	8,500.000			9,432			9,432
9239I	General Building Mai	1.00	LS	303,960.000			337,304			337,304
9239J	Parking Lot Maint	1.00	LS	226,500.000			251,347			251,347
\$3,481,451.82				[]			1,707,495		1,773,956	3,481,452
							1,707,495.39		1,773,956.43	3,481,451.82

40 OTHER										
9SFM1	Office Eq/Supplies	12.00	MON	400.000					5,327	5,327
9SFM3	Other	1.00	LS	49,331.000					54,743	54,743
\$60,069.17				[]					60,069	60,069
							60,069.17			60,069.17

=====> Item Totals: 5700 - CUSTOMER SERVICE YR 2015
 \$4,983,992.28 17,721.6000 MH/LS 17,721.60 MH [726967.97] 1,092,854 349,617 1,767,565 1,773,956 4,983,992
 4,983,992.280 1 LS 1,092,854.13 349,617.16 1,767,564.56 1,773,956.43 4,983,992.28

BID ITEM = 5800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management										
				Quan: 1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000		
There are no cost resources for this activity.										

15 NonManagement										
				Quan: 1.00	LS		Cal 7.5	WC0000		
eavy bid calculates overtime as follows										

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 5800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

There are no cost resources for this activity.

20	OTHER		Quan:	1.00 LS	Hrs/Shft:	10.00	Cal 50	WC0000	
9MM1	Office Supplies	12.00 MON		300.000			3,995		3,995
9MM11	Postage	12.00 MON		50.000			666		666
9MM2	Delivery & Distributi	12.00 MON		50.000			666		666
9MM22	Drug Testing	4.00 EA		75.000			333		333
9MM3	Courses & Seminars	4.00 EA		300.000			1,332		1,332
9MM33	Safety Equipment	4.00 EA		100.000			444		444
9MM4	Employee Uniforms	260.00 EA		8.500			2,452		2,452
9MM44	Computer Supplies	12.00 MON		150.000			1,997		1,997
9MM5	Tools & Equipment	12.00 MON		150.000			1,997		1,997
9MM55	Warehousing & Stora	0.00 MON		0.000					
9MM6	Equipment Rental	6.00 EA		150.000			999		999
9MM66	Misc Exp	12.00 MON		200.000			2,663		2,663
9MM7	Hazardous Waste Dis	4.00 EA		4,000.000			17,755		17,755
9MM77	Non-Hazardous Wast	12.00 EA		2,000.000			26,633		26,633
9MM8	Other	12.00 MON		1,200.000			15,980		15,980
\$77,912.04				[]			77,912		77,912
							77,912.04		77,912.04

=====> Item Totals: 5800 - MATERIAL MANAGEMENT YR 2015
 \$77,912.04 [] 77,912 77,912
 77,912.040 1 LS 77,912.04 77,912.04

BID ITEM = 5900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management		Quan:	1.00 LS	Hrs/Shft:	8.00	Cal 40	WC0000	
M1F	Manager Employee D	1.00 2,080.00 MH		48.080	157,540				157,540
M8A	Deputy GM Admin &	1.00 2,080.00 MH		62.500	196,078				196,078
M8B	Manager Accounting	1.00 2,080.00 MH		37.500	127,934				127,934
M8G	IT Specialist	1.00 2,080.00 MH		42.310	141,480				141,480
M9A	Manager Material Co	1.00 2,080.00 MH		36.060	123,523				123,523
\$746,555.32	10,400.0000 MH/LS	10,400.00 MH		[522686.46]	746,555				746,555
		0.0001 Unit/M			746,555.32				746,555.32

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 5900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2015 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

20 Non-Management Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N11B	Payroll Clerks	2.00	4,160.00	MH	26.640	201,500				201,500
N11C	Accounts Payable/Rec	2.00	4,160.00	MH	26.640	201,500				201,500
N12A	Clerks	3.00	6,240.00	MH	23.000	266,300				266,300
\$669,300.49	14,560.0000	MH/LS	14,560.00	MH	[435615.13]	669,300				669,300
			0.0001	Unit/M		669,300.49				669,300.49

30 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9BF1	Vehicle Operating Ex	0.00	MON	583.330						
9BF2	Dues & Memberships	7.00	EA	300.000			2,330			2,330
9BF3	Courses & Seminars	11.00	EA	400.000			4,883			4,883
9BF4	Misc	1.00	LS	3,500.000			3,884			3,884
9BF5	Data Processing Supp	12.00	MON	300.000			3,995			3,995
9BF6	Postage	12.00	MON	600.000			7,990			7,990
9BF66	Books	12.00	MON	50.000			666			666
9BF7	Office Supplies	12.00	MON	1,500.000			19,975			19,975
9BF77	Safety	11.00	EA	100.000			1,221			1,221
9BF8	Computer Repair	132.00	MON	25.000			3,662			3,662
9BF88	Delivery & Distributi	12.00	MON	1,000.000			13,316			13,316
\$61,921.26					[]		61,921			61,921
							61,921.26			61,921.26

=====> Item Totals: 5900 - ADMINISTRATION & FINANCE YR 2015
 \$1,477,777.07 24,960.0000 MH/LS 24,960.00 MH [958301.59] 1,415,856 61,921 1,477,777
 1,477,777.070 1 LS 1,415,855.81 61,921.26 1,477,777.07

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 5960 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAR @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

05 GENERAL & ADMIN OVERHEAR @ 8% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

GENERAL & ADMIN OVERHEAD IS AT 8% EXCEPT FOR MATERIAL

MATERIAL IS AT 2% EXCEPT MOW MATERAIL (RAIL, BALLAST, TIES) IS AT 1%

DIRECT COST = \$56,432,384
 LESS MATERIAL -\$5,473,513

REVISED DIRECT COST = \$50,958,871 X 8% = \$4,076,710
 MATERIAL COST \$5,473,513 - MOW MATL 1,000,000 = 4,473,513 X 2% = \$89,470
 MOW MATERIAL - \$1,000,000 X 1% = \$10,000

TOTAL OH = \$4,076,710 + 89,470 + \$10,000 = \$4,176,180										
9GOH	GENERAL & ADMIN	1.00	LS	3,763,516.000			4,176,374			4,176,374

=====> Item Totals:	5960	- GENERAL & ADMIN OVERHEAR @ 8%								
\$4,176,373.71			[]				4,176,374			4,176,374
4,176,373.710	1	LS					4,176,373.71			4,176,373.71

BID ITEM = 5975 Land Item SCHEDULE: 1 100
 Description = AWARD FEE @ 80% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 AWARD FEE @ 80% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

DIRECT COST \$56,432,384 X 6.4% = \$3,611,673

agreed upon total = \$4,500,000 80% = \$3,600,000										
9AF	AWARD FEE @ 80	1.00	LS	3,244,000.000			3,599,867			3,599,867

=====> Item Totals:	5975	- AWARD FEE @ 80%								
\$3,599,866.80			[]				3,599,867			3,599,867
3,599,866.800	1	LS					3,599,866.80			3,599,866.80

Total of Above Sub-Biditems

=====> Item Totals:	5000	- FORM 3C - COST PROPOSAL DETAIL YR 2015									
\$64,208,624.22	733,574.4000	MH/LS	733,574.40	MH	[26807422.77]	40,339,963	5,473,513	14,182,893	90,692	4,121,563	64,208,624
64,208,624.220	1	LS				40,339,962.80	5,473,512.83	14,182,893.08	90,692.12	4,121,563.39	64,208,624.22

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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PARENT ITEM 6000
 Description = FORM 3C - COST PROPOSAL DETAIL YR 2 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 6000:

BID ITEM = 6100 Land Item SCHEDULE: 1 100
 Description = DIRECT ADMINISTRATIVE YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 1.00 LS Hrs/Shft: 8.00 Cal 40 WC0000

M1A	General Manager	0.88	1,830.40	MH	108.170	325,817				325,817
M1B	Administrative Assist	1.00	2,080.00	MH	28.850	104,995				104,995
M1C	Deputy GM, Safety, T	0.88	1,830.40	MH	48.070	158,124				158,124
M1E	Safety Specialist	0.88	1,830.40	MH	36.060	112,511				112,511
M1E1	Operating Rules Exa	1.00	2,080.00	MH	38.460	152,002				152,002
M1G	Labor Relations Offic	1.00	2,080.00	MH	48.080	163,062				163,062
\$1,016,510.93	11,731.2000	MH/LS	11,731.20	MH	[679967.9]	1,016,511				1,016,511
			0.0001	Unit/M		1,016,510.93				1,016,510.93

20 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

4232A	MIS Software Mainte	1.00	LS		50,000.000			57,430		57,430
4232B	Computer Equipment	1.00	LS		10,000.000			11,486		11,486
4232C	Consulting	1.00	LS		50,000.000			57,430		57,430
4232D	Legal & Audit	1.00	LS		50,000.000			57,430		57,430
423E	Passenger Count	1.00	YR		180,000.000			206,748		206,748
423F	Security Expenses	12.00	MON		1,100.000			15,162		15,162
\$405,685.52					[]			405,686		405,686
								405,685.52		405,685.52

30 Other Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9A	Vehicle Expense	1.00	LS		521,751.000			599,283		599,283
9B	Excess Comm Auto L	1.00	YR		42,000.000			48,241		48,241
9C	Comm Auto Liability	1.00	YR		118,000.000			135,535		135,535
9D	Third Party Claims A	1.00	YR		250,000.000			287,150		287,150
9E	RR Protective Ins	1.00	YR		99,492.800			114,277		114,277
9FA	Pollution Liability Ins	1.00	YR		29,790.640			34,218		34,218
9G	Crime Insurance	1.00	YR		11,000.000			12,635		12,635
9H	Telephone	12.00	MON		3,000.000			41,350		41,350
9I	Radio Maintenance	1.00	LS		5,000.000			5,743		5,743
9J	Data Transmissions	12.00	MON		1,700.000			23,431		23,431
9K	Software	52.00	EA		52.000			3,106		3,106
9L	Office Utilities	0.00	MON		0.000					
9M	Office Supplies	12.00	MON		1,000.000			13,783		13,783
9N	Books & Subscription	12.00	MON		300.000			4,135		4,135
9O	Delivery & Distributi	1.00	MON		10,000.000			11,486		11,486
9P	Dues	1.00	LS		5,000.000			5,743		5,743
9Q	Printing	12.00	EA		500.000			6,892		6,892
9R	Postage	12.00	MON		1,500.000			20,675		20,675

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 6100			Land Item	SCHEDULE: 1			100			
Description = DIRECT ADMINISTRATIVE YR 2016			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9S	Forms & Supplies	12.00	MON	500.000			6,892			6,892
9T	Janitorial Services	12.00	MON	500.000			6,892			6,892
9U	Relocation Expense	1.00	EA	15,000.000			17,229			17,229
9V	Consultants	1.00	LS	14,400.000			16,540			16,540
9W	Bonding	1.00	EA	40,000.000			45,944			45,944
9X	Travel	4.00	EA	1,100.000			5,054			5,054
9Y	Building Maintenance	0.00	MON	0.000						
9Z1	Meetings & Seminars	6.00	EA	1,500.000			10,337			10,337
9Z2	Employee & Develop	1.00	EA	30,000.000			34,458			34,458
9Z3	Safety	7.00	EA	250.000			2,010			2,010
9Z4	Office Equipment	1.00	LS	8,400.000			9,648			9,648
9Z5	Miscellaneous Expens	12.00	MON	1,250.000			17,229			17,229
9Z6	Mobile Phones	2,040.00	MON	70.800			165,895			165,895
\$1,705,809.34				[]			1,705,809			1,705,809
							1,705,809.34			1,705,809.34

=====> Item Totals: 6100 - DIRECT ADMINISTRATIVE YR 2016										
\$3,128,005.79	11,731.2000	MH/LS	11,731.20	MH	[679967.9]	1,016,511	1,705,809	405,686	3,128,006	
3,128,005.790		1 LS				1,016,510.93	1,705,809.34	405,685.52	3,128,005.79	

BID ITEM = 6200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2016			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
10	Management			Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000	
M4A	Deputy GM Operatio	1.00	2,080.00	MH	69.710	254,238				254,238
M4A1	Manager Field Operat	2.00	4,160.00	MH	57.690	412,920				412,920
M4D	Transportation Supr (	4.00	8,320.00	MH	41.830	578,237				578,237
M4E	Transportation Supr (	2.00	4,160.00	MH	41.830	290,112				290,112
\$1,535,507.15		18,720.0000	MH/LS	18,720.00	MH	[1041809.6]	1,535,507			1,535,507
			0.0001	Unit/M		1,535,507.15				1,535,507.15

20 San Jose/Gilroy Quan: 1.00 LS Cal 10 WC0000

Heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 6200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2016			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9TYO22	Operating Timetables	260.00	EA	10.000			2,986			2,986
9TYO3	Crew Transportation	625.00	EA	200.000			143,575			143,575
9TYO4	Employee Physicals	90.00	EA	200.000			20,675			20,675
9TYO44	Drug Testing	200.00	EA	75.000			17,229			17,229
9TYO5	Travel	10.00	EA	1,000.000			11,486			11,486
9TYO55	Safety Equipment	158.00	EA	200.000			36,296			36,296
9TYO6	Radio Eq Repair & M	1,896.00	MON	10.000			21,777			21,777
9TYO66	Office Supplies	12.00	MON	500.000			6,892			6,892
9TYO7	Computer Eq Supplie	12.00	MON	200.000			2,757			2,757
9TYO77	Form Supplies	12.00	MON	250.000			3,446			3,446
9TYO8	Postage/Delivery	12.00	MON	100.000			1,378			1,378
9TYO88	Bio Hazard Disposal	12.00	MON	6,000.000			82,699			82,699
9TYO99	Misc	1.00	LS	50,000.000			57,430			57,430
9TYO999	Crew Lodging	263.00	DAY	600.000			181,249			181,249
\$712,853.32				[]			712,853			712,853
							712,853.32			712,853.32

=====> Item Totals:	6200	- TRAIN & YARD OPERATIONS YR 2016								
\$20,355,060.92	314,080.0000	MH/LS	314,080.00	MH	[12911729.13]	19,255,592	1,030,553	68,916	20,355,061	
20,355,060.920		1 LS				19,255,592.29	1,030,552.63	68,916.00	20,355,060.92	

BID ITEM = 6300			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD MOVEMENT CONTROL Y			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000

10	Management			Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000	
M5A	Director Train Operati	1.00	2,080.00	MH	57.690		203,590			203,590
M5B	Mgr, Train Operation	4.00	8,320.00	MH	39.900		557,992			557,992
M5D	Supv. Train Oper/Dis	8.00	16,640.00	MH	35.100		998,474			998,474
\$1,760,056.28	27,040.0000	MH/LS	27,040.00	MH	[1189980.84]		1,760,056			1,760,056
							1,760,056.28			1,760,056.28

20	Non-Management			Quan:	1.00	LS		Cal 7.5	WC0000	
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every bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 6300 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD MOVEMENT CONTROL Y Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N08B	Visual Messaging Cle	5.00	10,400.00 MH	26.640	521,409					521,409
\$521,409.47	10,400.0000 MH/LS	10,400.00 MH	[342093.51]		521,409					521,409
		0.0001 Unit/M			521,409.47					521,409.47

30	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9TYM1	Office Supplies	12.00	MON	200.000		2,757			2,757
9TYM11	Postage & Shipping	12.00	MON	100.000		1,378			1,378
9TYM2	Mobile Phones	0.00	MON	0.000					
9TYM22	Courses & Seminars	12.00	MON	500.000		6,892			6,892
9TYM3	Forms & Suppliers	12.00	EA	250.000		3,446			3,446
9TYM33	Misc	12.00	MON	500.000		6,892			6,892
9TYM4	Drug Testing	6.00	EA	75.000		517			517
9TYM5	Physicals	18.00	EA	200.000		4,135			4,135
\$26,015.79				[]		26,016			26,016
						26,015.79			26,015.79

=====> Item Totals: 6300 - TRAIN & YARD MOVEMENT CONTROL YR 2016
 \$2,307,481.54 37,440.0000 MH/LS 37,440.00 MH [1532074.35] 2,281,466 26,016 2,307,482
 2,307,481.540 1 LS 2,281,465.75 26,015.79 2,307,481.54

BID ITEM = 6400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M3A	Deputy GM Maint of	1.00	2,080.00 MH	69.710	255,960				255,960
M3B	Sr. Manager Eq Maint	1.00	2,080.00 MH	49.040	182,478				182,478
M3C	Manager of Eq Maint	2.00	4,160.00 MH	43.270	298,413				298,413
M3F	Equip. Supervisor	8.00	16,640.00 MH	34.620	986,280				986,280
\$1,723,131.03	24,960.0000 MH/LS	24,960.00 MH	[1152137.69]		1,723,131				1,723,131
					1,723,131.03				1,723,131.03

20	Non-Mgmt - San Francisco	Quan:	1.00 LS	Cal	7.5	WC	0000
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eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 6400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N03B	Electrician	7.00	14,560.00	MH	25.840	710,891			710,891
N03D	Carman	6.00	12,480.00	MH	25.840	609,335			609,335
N03E	Coach Cleaner	9.00	18,720.00	MH	20.420	747,781			747,781
N03G	Laborer	3.00	6,240.00	MH	21.610	261,425			261,425
N03H	Clerk	1.00	2,080.00	MH	19.900	81,315			81,315
\$2,410,746.63	54,080.0000	MH/LS	54,080.00	MH	[1552339.19]	2,410,747			2,410,747
						2,410,746.63			2,410,746.63

30 Non-Mgmt - San Jose Quan: 1.00 LS Cal 7.5 WC0000
 eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N04B	Electrician	11.00	22,880.00	MH	25.840	1,117,114			1,117,114
N04C	Machinist	10.00	20,800.00	MH	25.840	1,015,558			1,015,558
N04D	Carman	12.00	24,960.00	MH	25.840	1,218,670			1,218,670
N04E	Coach Cleaner	16.00	33,280.00	MH	20.420	1,329,388			1,329,388
N04G	Laborer	9.00	18,720.00	MH	21.610	784,276			784,276
N04H	Clerk	1.00	2,080.00	MH	19.900	81,315			81,315
N04J	Sheet Metal Technicia	1.00	2,080.00	MH	26.840	104,963			104,963
N04K	Sheet Metal Mechanic	1.00	2,080.00	MH	25.840	101,556			101,556
N04L	Electrician Technician	1.00	2,080.00	MH	32.250	123,398			123,398
N04M	Air Cond/Refrig Main	1.00	2,080.00	MH	25.840	101,556			101,556
\$5,977,794.64	131,040.0000	MH/LS	131,040.00	MH	[3864218.45]	5,977,795			5,977,795
						5,977,794.64			5,977,794.64

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contra

BID ITEM = 6400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

40 Non-Mgmt - Gilroy Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N05C	Carman	1.00	2,080.00	MH	25.840	101,556			101,556
N05D	Coach Cleaner	2.00	4,160.00	MH	20.420	166,174			166,174
N05F	Laborer	1.00	2,080.00	MH	21.610	87,142			87,142
\$354,871.11	8,320.0000 MH/LS	8,320.00	MH	[226752.53]	354,871				354,871
		0.0001	Unit/M		354,871.11				354,871.11

50 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2224A	Material Cost@102%	588.00	EA	5,804.000	3,998,285				3,998,285
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60 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

4236A	Stand by power	1.00	LS	12,000.000				13,783	13,783
4236B	Building Maint	1.00	LS	30,000.000				34,458	34,458
4236C	Outside Fabrication	1.00	LS	30,000.000				34,458	34,458
4236CC	HVAC Overhauls	1.00	LS	188,800.000				216,856	216,856
4236F	Electronic Repair Ser	1.00	LS	46,000.000				52,836	52,836
423H	Misc Mnx Servs-car	1.00	LS	30,000.000				34,458	34,458
423I	COTS	1.00	LS	441,000.000				506,533	506,533
\$893,381.08				[]				893,381	893,381
								893,381.08	893,381.08

70 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

93A	Off Road Veh Maint/	1.00	LS	30,000.000			34,458		34,458
93B	Office Supplies	12.00	MON	1,200.000			16,540		16,540
93C	Safety Supplies	120.00	EA	250.000			34,458		34,458
93D	Misc Tools, eq, & rep	93.00	EA	600.000			64,092		64,092
93E	Facility Repair/Impro	12.00	MON	2,000.000			27,566		27,566
93F	Oxygen & Burning G	12.00	MON	100.000			1,378		1,378
93G	Bottled Water	138,000.00	EA	0.500			79,253		79,253

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 6400			Land Item	SCHEDULE: 1			100			
Description = MAINTENANCE OF SERVICE EQUIPMENT			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:	0.000	
93H	Postage	12.00	MON	75.000			1,034			1,034
93I	Travel (Admin)	6.00	EA	2,500.000			17,229			17,229
93J	Courses & Seminars (	93.00	EA	400.000			42,728			42,728
93K	Medical Costs	1.00	LS	2,625.000			3,015			3,015
93L	Delivery/Distribution	1.00	LS	10,000.000			11,486			11,486
93M	Maint of Misc Eq	12.00	MON	1,000.000			13,783			13,783
93N	Office Equipment	1.00	YR	10,000.000			11,486			11,486
93O	Office Eq Repairs	12.00	MON	200.000			2,757			2,757
93P	Forms-Supplies	12.00	MON	1,000.000			13,783			13,783
93Q	Meetings	12.00	EA	400.000			5,513			5,513
93R	Uniforms	5,824.00	WK	8.000			53,516			53,516
\$434,075.47				[]			434,075			434,075
							434,075.47			434,075.47

=====> Item Totals: 6400 - MAINTENANCE OF SERVICE EQUIPMENT YR 2016
 \$15,792,284.65 218,400.0000 MH/LS 218,400.00 MH [6795447.86] 10,466,543 3,998,285 434,075 893,381 15,792,285
 15,792,284.650 1 LS 10,466,543.41 3,998,284.69 434,075.47 893,381.08 15,792,284.65

BID ITEM = 6500 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 1.00 LS Hrs/Shft: 8.00 Cal 40 WC0000
 M6A1 District Manager Stati 0.00 MH 36.060
 \$0.00 []

20 Station Operations Quan: 1.00 LS Cal 7.5 WC0000

every bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 6500			Land Item	SCHEDULE: 1			100			
Description = REVENUE COLLECTION YR 2016			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
hours										
N10A	Ticket Agent - Lead	0.00	MH	25.310						
N10B	Accounting Clerk	0.00	MH	25.310						
N10C	Ticket Clerk	0.00	MH	25.310						
N10D	Reduced Pay Ticket C	0.00	MH	25.310						
N10E	Ticket Agent	0.00	MH	25.310						
N10F	Extra Board Ticket A	0.00	MH	25.310						
N10G	Ticket/Accounting CI	0.00	MH	25.310						
\$0.00				[]						
===== Item Totals: 6500 - REVENUE COLLECTION YR 2016										
\$0.00				[]						
0.000		1 LS								

BID ITEM = 6600 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management	Quan:	1.00	LSD	Hrs/Shft:	8.00	Cal	40	WC	0000
M2A Deputy General Mana	0.88	1,830.40	MH	72.120	231,547				231,547
M2B Superintendent C&S	0.88	1,830.40	MH	52.880	155,464				155,464
M2C Superintendent Track	0.88	1,830.40	MH	52.880	155,464				155,464
M2D Staff Engineer	0.88	1,830.40	MH	38.460	119,108				119,108
M2G Track/ B&B Inspector	3.00	6,240.00	MH	43.270	447,619				447,619
M2H Manager Commuter O		0.00	MH	37.500					
M2I Finance Analyst		0.00	MH	32.210					
M2J Inventory Control Spe		0.00	MH	34.130					
\$1,109,202.64	13,561.6000	MH/LSD	13,561.60	MH	[764960.17]	1,109,203			1,109,203
		0.0001	Unit/M		1,109,202.64				1,109,202.64

20 Non-Management Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentConrac	

BID ITEM = 6600 Land Item SCHEDULE: 1 100
 Description = MAINTENCANCE OF RAIL LINES YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 \$1,305,226.68 [] 1,305,227 1,305,227
 1,305,226.68 1,305,226.68

50	Purchased Services	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
411A	Janitorial Services	1.00	LS	27,322.000				31,382	31,382
411B	Weed Spraying	1.00	LS	105,500.000				121,177	121,177
411C	Fence Repairs on RO	1.00	LS	65,000.000				74,659	74,659
411D	ROW Clean up	1.00	LS	34,953.000				40,147	40,147
411E	Grade Crossing Repai	1.00	LS	30,000.000				34,458	34,458
411G	Structural Inspection	1.00	LS	127,000.000				145,872	145,872
411H	Pump House Maint	1.00	LS	21,000.000				24,121	24,121
411I	Tree Trimming/Remo	1.00	LS	157,500.000				180,905	180,905
411II	Weld Testing	1.00	LS	10,500.000				12,060	12,060
411III	Purchase & Install Lu	1.00	LS	81,506.000				93,618	93,618
411J	Utilities	1.00	LS	58,852.000				67,597	67,597
411K	Purchase & Install Lu	1.00	LS	104,000.000				119,454	119,454
411L	Tie Disposal	1.00	LS	42,000.000				48,241	48,241
411M	Track Geometry Car	1.00	LS	59,400.000				68,227	68,227
\$1,061,918.61				[]				1,061,919	1,061,919
								1,061,918.61	1,061,918.61

60	OTHER	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
8PLOP	PRENTISS LOADER	1.00	1,040.00	HR	51.918			62,018	62,018
8PLOWN	PRENTISS LOADER	1.00	12.00	MON	2,311.000			31,853	31,853
91A	VEHICLE OPERATI	1.00	LS	0.000					
91BA	GAS, OIL AND SUP	1.00	LS	0.000					
91C	ROAD SUPPLIES	1.00	LS	0.000					
91D	TRAVEL AND TRAI	1.00	LS	130,369.000			149,742		149,742
91E	C&S SAFETY EQUI	1.00	LS	18,900.000			21,709		21,709
91F	TRACK/B&B SAFE	1.00	LS	15,000.000			17,229		17,229
91G	MAINT. OF RADIO	1.00	LS	37,800.000			43,417		43,417
91H	TOWER LEASES	1.00	LS	4,600.000			5,284		5,284
91I	MISC. COMPUTER	1.00	LS	20,917.000			24,025		24,025
91J	POSTAGE	1.00	LS	400.000			459		459
91JJ	Car Wheel Sets & Re	1.00	LS	53,132.000			61,027		61,027
91K	WASTE DISPOSAL	1.00	LS	22,500.000			25,844		25,844
91KA	OTHER EXP	1.00	LS	96,499.000			110,839		110,839
91L	C&S REPLACEMEN	1.00	LS	15,466.000			17,764		17,764
91LL	Track Replacement R	1.00	LS	241,500.000			277,387		277,387
91MA	C&S REPLACEMEN	1.00	LS	37,767.000			43,379		43,379
91N	TRACK REPLACEM	1.00	LS	60,723.000			69,746		69,746
91O	EQUIPEMNT RENT	1.00	LS	515,993.000			592,670		592,670
\$1,554,392.00				[]			1,460,521	93,871	1,554,392
							1,460,520.72	93,871.28	1,554,392.00

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 6600 Land Item SCHEDULE: 1 100 Description = MAINTENCANCE OF RAIL LINES YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000 =====> Item Totals: 6600 - MAINTENCANCE OF RAIL LINES YR 2016 \$10,058,834.17 109,241.6000 MH/LS 109,241.60 MH [4083578.99] 6,137,297 1,305,227 1,460,521 93,871 1,061,919 10,058,834 10,058,834.170 1 LS 6,137,296.88 1,305,226.68 1,460,520.72 93,871.28 1,061,918.61 10,058,834.17										

BID ITEM = 6700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M6B1	Deputy GM Cust Serv	0.88	1,830.40 MH	64.900	199,023				199,023
M6B2	Manager Stations & F	1.00	2,080.00 MH	43.270	165,858				165,858
M6B3	Engineer	1.00	2,080.00 MH	50.480	169,977				169,977
\$534,857.35	5,990.4000 MH/LS	5,990.40 MH	[360422.59]	534,857					534,857
		0.0002 Unit/M		534,857.35					534,857.35

15 NonManagement Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N09A	Foreman	1.76	3,660.80 MH	28.320	193,612				193,612
N09B	B&B Specialist	0.88	1,830.40 MH	26.000	89,849				89,849
N09E	Customer Service Age	3.00	6,240.00 MH	26.640	312,846				312,846
\$596,306.27	11,731.2000 MH/LS	11,731.20 MH	[392028.9]	596,306					596,306
	0.0005 Units/Hr	0.0001 Unit/M		596,306.27					596,306.27

20 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2226A	CEMOF Mats@102%	1.00	LS	80,000.000	93,726				93,726
2226B	Materials@102%	1.00	LS	100,000.000	117,157				117,157
2226C	Supplies@102%	1.00	LS	76,060.000	89,110				89,110
2226D	Other (List)@102%	1.00	LS	52,818.000	61,880				61,880
\$361,872.82				[]	361,873				361,873
					361,872.82				361,872.82

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 6700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

30	Purchased Services	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000		
4239A	CEMOF and Gilroy F	1.00	LS	900,000.000			1,033,740	1,033,740
4239B	Pest Control	1.00	LS	17,500.000			20,101	20,101
4239C	Other	1.00	LS	0.000				
4239D	Janitorail Services &	1.00	LS	681,091.000			782,301	782,301
9239E	Trash Removal	1.00	LS	197,263.000		226,576		226,576
9239F	Station Grounds Main	1.00	LS	787,477.000		904,496		904,496
9239G	Graffiti Removal	1.00	LS	15,000.000		17,229		17,229
9239H	VMS	1.00	LS	8,500.000		9,763		9,763
9239I	General Building Mai	1.00	LS	303,960.000		349,128		349,128
9239J	Parking Lot Maint	1.00	LS	226,500.000		260,158		260,158
\$3,603,492.44				[]		1,767,351	1,836,142	3,603,492
						1,767,350.82	1,836,141.62	3,603,492.44

40	OTHER	Quan: 1.00	LS	Hrs/Shft: 10.00	Cal 50	WC0000		
9SFM1	Office Eq/Supplies	12.00	MON	400.000		5,513		5,513
9SFM3	Other	1.00	LS	49,331.000		56,662		56,662
\$62,174.87				[]		62,175		62,175
						62,174.87		62,174.87

=====> Item Totals: 6700 - CUSTOMER SERVICE YR 2016
 \$5,158,703.75 17,721.6000 MH/LS 17,721.60 MH [752451.49] 1,131,164 361,873 1,829,526 1,836,142 5,158,704
 5,158,703.750 1 LS 1,131,163.62 361,872.82 1,829,525.69 1,836,141.62 5,158,703.75

BID ITEM = 6800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan: 1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000		
There are no cost resources for this activity.								

15	NonManagement	Quan: 1.00	LS		Cal 7.5	WC0000		
eavy bid calculates overtime as follows								

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 6800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

There are no cost resources for this activity.

20	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal 50	WC0000
9MM1	Office Supplies	12.00	MON	300.000		4,135	4,135
9MM11	Postage	12.00	MON	50.000		689	689
9MM2	Delivery & Distributi	12.00	MON	50.000		689	689
9MM22	Drug Testing	4.00	EA	75.000		345	345
9MM3	Courses & Seminars	4.00	EA	300.000		1,378	1,378
9MM33	Safety Equipment	4.00	EA	100.000		459	459
9MM4	Employee Uniforms	260.00	EA	8.500		2,538	2,538
9MM44	Computer Supplies	12.00	MON	150.000		2,067	2,067
9MM5	Tools & Equipment	12.00	MON	150.000		2,067	2,067
9MM55	Warehousing & Stora	0.00	MON	0.000			
9MM6	Equipment Rental	6.00	EA	150.000		1,034	1,034
9MM66	Misc Exp	12.00	MON	200.000		2,757	2,757
9MM7	Hazardous Waste Dis	4.00	EA	4,000.000		18,378	18,378
9MM77	Non-Hazardous Wast	12.00	EA	2,000.000		27,566	27,566
9MM8	Other	12.00	MON	1,200.000		16,540	16,540
\$80,643.21				[]		80,643	80,643
						80,643.21	80,643.21
=====> Item Totals: 6800 - MATERIAL MANAGEMENT YR 2016							
\$80,643.21				[]		80,643	80,643
80,643.210	1 LS					80,643.21	80,643.21

BID ITEM = 6900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal 40	WC0000
M1F	Manager Employee D	1.00	2,080.00 MH	48.080	163,062		163,062
M8A	Deputy GM Admin &	1.00	2,080.00 MH	62.500	202,952		202,952
M8B	Manager Accounting	1.00	2,080.00 MH	37.500	132,419		132,419
M8G	IT Specialist	1.00	2,080.00 MH	42.310	146,440		146,440
M9A	Manager Material Co	1.00	2,080.00 MH	36.060	127,853		127,853
\$772,725.45	10,400.0000 MH/LS	10,400.00	MH	[541008.98]	772,725		772,725
		0.0001	Unit/M		772,725.45		772,725.45

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contra

BID ITEM = 6900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2016 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

20 Non-Management Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N11B	Payroll Clerks	2.00	4,160.00	MH	26.640	208,564			208,564
N11C	Accounts Payable/Rec	2.00	4,160.00	MH	26.640	208,564			208,564
N12A	Clerks	3.00	6,240.00	MH	23.000	275,635			275,635
\$692,762.51	14,560.0000 MH/LS	14,560.00	MH	[450885.43]	692,763				692,763
			0.0001 Unit/M		692,762.51				692,762.51

30 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9BF1	Vehicle Operating Ex	0.00	MON	583.330					
9BF2	Dues & Memberships	7.00	EA	300.000		2,412			2,412
9BF3	Courses & Seminars	11.00	EA	400.000		5,054			5,054
9BF4	Misc	1.00	LS	3,500.000		4,020			4,020
9BF5	Data Processing Supp	12.00	MON	300.000		4,135			4,135
9BF6	Postage	12.00	MON	600.000		8,270			8,270
9BF66	Books	12.00	MON	50.000		689			689
9BF7	Office Supplies	12.00	MON	1,500.000		20,675			20,675
9BF77	Safety	11.00	EA	100.000		1,263			1,263
9BF8	Computer Repair	132.00	MON	25.000		3,790			3,790
9BF88	Delivery & Distributi	12.00	MON	1,000.000		13,783			13,783
\$64,091.88				[]		64,092			64,092
						64,091.88			64,091.88

=====> Item Totals: 6900 - ADMINISTRATION & FINANCE YR 2016
 \$1,529,579.84 24,960.0000 MH/LS 24,960.00 MH [991894.41] 1,465,488 64,092 1,529,580
 1,529,579.840 1 LS 1,465,487.96 64,091.88 1,529,579.84

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub- MentContra	Total
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BID ITEM = 6950 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAR @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

05 GENERAL & ADMIN OVERHEAR @ 8% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

GENERAL & ADMIN OVERHEAD IS AT 8% EXCEPT FOR MATERIAL

MATERIAL IS AT 2% EXCEPT MOW MATERAIL (RAIL, BALLAST, TIES) IS AT 1%

DIRECT COST = \$58,410,594

LESS MATERIAL -\$5,665,384

REVISED DIRECT COST = \$52,745,210 X 8% = \$4,219,617

MATERIAL COST \$5,665,384 - MOW MATL 1,000,000 = 4,665,384 X 2% = \$93,308

MOW MATERIAL - \$1,000,000 X 1% = \$10,000

TOTAL OH = \$4,219,617 + \$93,308 + \$10,000 = \$4,322,925

9GOH	GENERAL & ADMI	1.00 LS	3,763,708.000			4,322,995		4,322,995
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=====> Item Totals: 6950 - GENERAL & ADMIN OVERHEAR @ 8%

\$4,322,995.01			[]			4,322,995		4,322,995
4,322,995.010	1 LS					4,322,995.01		4,322,995.01

BID ITEM = 6975 Land Item SCHEDULE: 1 100
 Description = AWARD FEE @ 80% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 AWARD FEE @ 80% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

agreed upon total = \$4,500,000 80% = \$3,600,000

9AF	AWARD FEE @ 80	1.00 LS	3,134,750.000			3,600,574		3,600,574
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=====> Item Totals: 6975 - AWARD FEE @ 80%

\$3,600,573.85			[]			3,600,574		3,600,574
3,600,573.850	1 LS					3,600,573.85		3,600,573.85

Total of Above Sub-Biditems

=====> Item Totals: 6000 - FORM 3C - COST PROPOSAL DETAIL YR 2016

\$66,334,162.73	733,574.4000 MH/LS	733,574.40 MH	[27747144.13]	41,754,061	5,665,384	14,554,804	93,871	4,266,043	66,334,163
66,334,162.730	1 LS			41,754,060.84	5,665,384.19	14,554,803.59	93,871.28	4,266,042.83	66,334,162.73

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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PARENT ITEM 7000
 Description = FORM 3C - COST PROPOSAL DETAIL YR 2 Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

Listing of Sub-Biditems of Parent Item 7000:

BID ITEM = 7100 Land Item SCHEDULE: 1 100
 Description = DIRECT ADMINISTRATIVE YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management Quan: 1.00 LS Hrs/Shft: 8.00 Cal 40 WC0000

M1A	General Manager	0.88	1,830.40	MH	108.170	337,220				337,220
M1B	Administrative Assist	1.00	2,080.00	MH	28.850	108,669				108,669
M1C	Deputy GM, Safety, T	0.88	1,830.40	MH	48.070	163,659				163,659
M1E	Safety Specialist	0.88	1,830.40	MH	36.060	116,448				116,448
M1E1	Operating Rules Exa	1.00	2,080.00	MH	38.460	157,322				157,322
M1G	Labor Relations Offic	1.00	2,080.00	MH	48.080	168,769				168,769
\$1,052,087.92	11,731.2000 MH/LS	11,731.20	MH	[703766.18]	1,052,088					1,052,088
	0.0001 Unit/M				1,052,087.92					1,052,087.92

20 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

4232A	MIS Software Mainte	1.00	LS	50,000.000				59,440	59,440	
4232B	Computer Equipment	1.00	LS	10,000.000				11,888	11,888	
4232C	Consulting	1.00	LS	50,000.000				59,440	59,440	
4232D	Legal & Audit	1.00	LS	50,000.000				59,440	59,440	
423E	Passenger Count	1.00	YR	180,000.000				213,984	213,984	
423F	Security Expenses	12.00	MON	1,100.000				15,692	15,692	
\$419,884.16				[]				419,884	419,884	
								419,884.16	419,884.16	

30 Other Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9A	Vehicle Expense	1.00	LS	521,751.000				620,258	620,258	
9B	Excess Comm Auto L	1.00	YR	42,000.000				49,930	49,930	
9C	Comm Auto Liability	1.00	YR	118,000.000				140,278	140,278	
9D	Third Party Claims A	1.00	YR	250,000.000				297,200	297,200	
9E	RR Protective Ins	1.00	YR	99,492.800				118,277	118,277	
9FA	Pollution Liability Ins	1.00	YR	29,790.640				35,415	35,415	
9G	Crime Insurance	1.00	YR	11,000.000				13,077	13,077	
9H	Telephone	12.00	MON	3,000.000				42,797	42,797	
9I	Radio Maintenance	1.00	LS	5,000.000				5,944	5,944	
9J	Data Transmissions	12.00	MON	1,700.000				24,252	24,252	
9K	Software	52.00	EA	52.000				3,215	3,215	
9L	Office Utilities	0.00	MON	0.000						
9M	Office Supplies	12.00	MON	1,000.000				14,266	14,266	
9N	Books & Subscription	12.00	MON	300.000				4,280	4,280	
9O	Delivery & Distributi	1.00	MON	10,000.000				11,888	11,888	
9P	Dues	1.00	LS	5,000.000				5,944	5,944	
9Q	Printing	12.00	EA	500.000				7,133	7,133	
9R	Postage	12.00	MON	1,500.000				21,398	21,398	

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 7100			Land Item	SCHEDULE: 1			100			
Description = DIRECT ADMINISTRATIVE YR 2017			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9S	Forms & Supplies	12.00	MON	500.000			7,133			7,133
9T	Janitorial Services	12.00	MON	500.000			7,133			7,133
9U	Relocation Expense	1.00	EA	15,000.000			17,832			17,832
9V	Consultants	1.00	LS	14,400.000			17,119			17,119
9W	Bonding	1.00	EA	40,000.000			47,552			47,552
9X	Travel	4.00	EA	1,100.000			5,231			5,231
9Y	Building Maintenance	0.00	MON	0.000						
9Z1	Meetings & Seminars	6.00	EA	1,500.000			10,699			10,699
9Z2	Employee & Develop	1.00	EA	30,000.000			35,664			35,664
9Z3	Safety	7.00	EA	250.000			2,080			2,080
9Z4	Office Equipment	1.00	LS	8,400.000			9,986			9,986
9Z5	Miscellaneous Expens	12.00	MON	1,250.000			17,832			17,832
9Z6	Mobile Phones	2,040.00	MON	70.800			171,701			171,701
\$1,765,511.18				[]			1,765,511			1,765,511
							1,765,511.18			1,765,511.18

=====> Item Totals: 7100 - DIRECT ADMINISTRATIVE YR 2017

\$3,237,483.26	11,731.2000 MH/LS	11,731.20 MH	[703766.18]	1,052,088	1,765,511	419,884	3,237,483
3,237,483.260	1 LS			1,052,087.92	1,765,511.18	419,884.16	3,237,483.26

BID ITEM = 7200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2017			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
10	Management			Quan:	1.00 LS	Hrs/Shft: 8.00	Cal 40	WC0000		
M4A	Deputy GM Operatio	1.00	2,080.00 MH	69.710	263,136					263,136
M4A1	Manager Field Operat	2.00	4,160.00 MH	57.690	427,371					427,371
M4D	Transportation Supr (	4.00	8,320.00 MH	41.830	598,475					598,475
M4E	Transportation Supr (	2.00	4,160.00 MH	41.830	300,266					300,266
\$1,589,248.57	18,720.0000 MH/LS	18,720.00 MH	[1078272.04]	1,589,249						1,589,249
				0.0001 Unit/M	1,589,248.57					1,589,248.57

20 San Jose/Gilroy
 Heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 7200			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD OPERATIONS YR 2017			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
9TYO22	Operating Timetables	260.00	EA	10.000			3,091			3,091
9TYO3	Crew Transportation	625.00	EA	200.000			148,600			148,600
9TYO4	Employee Physicals	90.00	EA	200.000			21,398			21,398
9TYO44	Drug Testing	200.00	EA	75.000			17,832			17,832
9TYO5	Travel	10.00	EA	1,000.000			11,888			11,888
9TYO55	Safety Equipment	158.00	EA	200.000			37,566			37,566
9TYO6	Radio Eq Repair & M	1,896.00	MON	10.000			22,540			22,540
9TYO66	Office Supplies	12.00	MON	500.000			7,133			7,133
9TYO7	Computer Eq Supplie	12.00	MON	200.000			2,853			2,853
9TYO77	Form Supplies	12.00	MON	250.000			3,566			3,566
9TYO8	Postage/Delivery	12.00	MON	100.000			1,427			1,427
9TYO88	Bio Hazard Disposal	12.00	MON	6,000.000			85,594			85,594
9TYO99	Misc	1.00	LS	50,000.000			59,440			59,440
9TYO999	Crew Lodging	263.00	DAY	600.000			187,593			187,593
\$737,802.57				[]			737,803			737,803
							737,802.57			737,802.57

=====> Item Totals: 7200 - TRAIN & YARD OPERATIONS YR 2017										
\$21,067,470.34	314,080.0000	MH/LS	314,080.00	MH	[13363628.39]	19,929,521	1,066,621	71,328	21,067,470	
21,067,470.340		1 LS				19,929,521.25	1,066,621.09	71,328.00	21,067,470.34	

BID ITEM = 7300			Land Item	SCHEDULE: 1			100			
Description = TRAIN & YARD MOVEMENT CONTROL Y			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000

10	Management			Quan:	1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000	
M5A	Director Train Operati	1.00	2,080.00	MH	57.690	210,716				210,716
M5B	Mgr, Train Operation	4.00	8,320.00	MH	39.900	577,521				577,521
M5D	Supv. Train Oper/Dis	8.00	16,640.00	MH	35.100	1,033,420				1,033,420
\$1,821,656.72		27,040.0000	MH/LS	27,040.00	MH	[1231629.14]	1,821,657			1,821,657
							1,821,656.72			1,821,656.72

20	Non-Management			Quan:	1.00	LS		Cal 7.5	WC0000	
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easy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 7300 Land Item SCHEDULE: 1 100
 Description = TRAIN & YARD MOVEMENT CONTROL Y Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N08B	Visual Messaging Cle	5.00	10,400.00 MH	26.640	539,658				539,658
\$539,658.35	10,400.0000 MH/LS	10,400.00 MH	[354066.48]	539,658					539,658
		0.0001 Unit/M		539,658.35					539,658.35

30	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9TYM1	Office Supplies	12.00	MON	200.000		2,853			2,853
9TYM11	Postage & Shipping	12.00	MON	100.000		1,427			1,427
9TYM2	Mobile Phones	0.00	MON	0.000					
9TYM22	Courses & Seminars	12.00	MON	500.000		7,133			7,133
9TYM3	Forms & Suppliers	12.00	EA	250.000		3,566			3,566
9TYM33	Misc	12.00	MON	500.000		7,133			7,133
9TYM4	Drug Testing	6.00	EA	75.000		535			535
9TYM5	Physicals	18.00	EA	200.000		4,280			4,280
\$26,926.32				[]		26,926			26,926
						26,926.32			26,926.32

=====> Item Totals: 7300 - TRAIN & YARD MOVEMENT CONTROL YR 2017
 \$2,388,241.39 37,440.0000 MH/LS 37,440.00 MH [1585695.62] 2,361,315 26,926 2,388,241
 2,388,241.390 1 LS 2,361,315.07 26,926.32 2,388,241.39

BID ITEM = 7400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M3A	Deputy GM Maint of	1.00	2,080.00 MH	69.710	264,919				264,919
M3B	Sr. Manager Eq Maint	1.00	2,080.00 MH	49.040	188,865				188,865
M3C	Manager of Eq Maint	2.00	4,160.00 MH	43.270	308,857				308,857
M3F	Equip. Supervisor	8.00	16,640.00 MH	34.620	1,020,799				1,020,799
\$1,783,439.11	24,960.0000 MH/LS	24,960.00 MH	[1192461.5]	1,783,439					1,783,439
				1,783,439.11					1,783,439.11

20 Non-Mgmt - San Francisco Quan: 1.00 LS Cal 7.5 WC0000

eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Perm Labor	Constr Materi	Equip Matl/Ex	Sub-MentContra	Total
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BID ITEM = 7400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N03B	Electrician	7.00	14,560.00	MH	25.840	735,771			735,771
N03D	Carman	6.00	12,480.00	MH	25.840	630,661			630,661
N03E	Coach Cleaner	9.00	18,720.00	MH	20.420	773,952			773,952
N03G	Laborer	3.00	6,240.00	MH	21.610	270,575			270,575
N03H	Clerk	1.00	2,080.00	MH	19.900	84,161			84,161
\$2,495,120.66	54,080.0000	MH/LS	54,080.00	MH	[160669.71]	2,495,121			2,495,121
						2,495,120.66			2,495,120.66

30 Non-Mgmt - San Jose Quan: 1.00 LS Cal 7.5 WC0000
 eavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N04B	Electrician	11.00	22,880.00	MH	25.840	1,156,212			1,156,212
N04C	Machinist	10.00	20,800.00	MH	25.840	1,051,102			1,051,102
N04D	Carman	12.00	24,960.00	MH	25.840	1,261,322			1,261,322
N04E	Coach Cleaner	16.00	33,280.00	MH	20.420	1,375,915			1,375,915
N04G	Laborer	9.00	18,720.00	MH	21.610	811,725			811,725
N04H	Clerk	1.00	2,080.00	MH	19.900	84,161			84,161
N04J	Sheet Metal Technicia	1.00	2,080.00	MH	26.840	108,637			108,637
N04K	Sheet Metal Mechanic	1.00	2,080.00	MH	25.840	105,110			105,110
N04L	Electrician Technician	1.00	2,080.00	MH	32.250	127,717			127,717
N04M	Air Cond/Refrig Main	1.00	2,080.00	MH	25.840	105,110			105,110
\$6,187,012.22	131,040.0000	MH/LS	131,040.00	MH	[3999462.7]	6,187,012			6,187,012
						6,187,012.22			6,187,012.22

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 7400 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF SERVICE EQUIPMENT Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

40 Non-Mgmt - Gilroy Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N05C	Carman	1.00	2,080.00	MH	25.840	105,110			105,110
N05D	Coach Cleaner	2.00	4,160.00	MH	20.420	171,989			171,989
N05F	Laborer	1.00	2,080.00	MH	21.610	90,192			90,192
\$367,291.28	8,320.0000 MH/LS	8,320.00	MH	[234688.67]	367,291				367,291
			0.0001 Unit/M		367,291.28				367,291.28

50 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2224A Material Cost@102% 588.00 EA 5,804.000 4,138,221 4,138,221

60 Purchased Services Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

4236A	Stand by power	1.00	LS	12,000.000				14,266	14,266
4236B	Building Maint	1.00	LS	30,000.000				35,664	35,664
4236C	Outside Fabrication	1.00	LS	30,000.000				35,664	35,664
4236CC	HVAC Overhauls	1.00	LS	188,800.000				224,445	224,445
4236F	Electronic Repair Ser	1.00	LS	46,000.000				54,685	54,685
423H	Misc Mnx Servs-car	1.00	LS	30,000.000				35,664	35,664
423I	COTS	1.00	LS	441,000.000				524,261	524,261
\$924,648.64				[]				924,649	924,649
								924,648.64	924,648.64

70 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

93A	Off Road Veh Maint/	1.00	LS	30,000.000				35,664	35,664
93B	Office Supplies	12.00	MON	1,200.000				17,119	17,119
93C	Safety Supplies	120.00	EA	250.000				35,664	35,664
93D	Misc Tools, eq, & rep	93.00	EA	600.000				66,335	66,335
93E	Facility Repair/Impro	12.00	MON	2,000.000				28,531	28,531
93F	Oxygen & Burning G	12.00	MON	100.000				1,427	1,427
93G	Bottled Water	138,000.00	EA	0.500				82,027	82,027

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 7400			Land Item	SCHEDULE: 1			100			
Description = MAINTENANCE OF SERVICE EQUIPMENT			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:	0.000	
93H	Postage	12.00	MON	75.000			1,070			1,070
93I	Travel (Admin)	6.00	EA	2,500.000			17,832			17,832
93J	Courses & Seminars (	93.00	EA	400.000			44,223			44,223
93K	Medical Costs	1.00	LS	2,625.000			3,121			3,121
93L	Delivery/Distribution	1.00	LS	10,000.000			11,888			11,888
93M	Maint of Misc Eq	12.00	MON	1,000.000			14,266			14,266
93N	Office Equipment	1.00	YR	10,000.000			11,888			11,888
93O	Office Eq Repairs	12.00	MON	200.000			2,853			2,853
93P	Forms-Supplies	12.00	MON	1,000.000			14,266			14,266
93Q	Meetings	12.00	EA	400.000			5,706			5,706
93R	Uniforms	5,824.00	WK	8.000			55,389			55,389
\$449,267.73				[]			449,268			449,268
							449,267.73			449,267.73

=====> Item Totals: 7400 - MAINTENANCE OF SERVICE EQUIPMENT YR 2017

\$16,345,000.81	218,400.0000	MH/LS	218,400.00	MH	[7033282.58]	10,832,863	4,138,221	449,268	924,649	16,345,001
16,345,000.810		1 LS				10,832,863.27	4,138,221.17	449,267.73	924,648.64	16,345,000.81

BID ITEM = 7500

Description = REVENUE COLLECTION YR 2017

Land Item SCHEDULE: 1 100

Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management		Quan: 1.00	LS	Hrs/Shft: 8.00	Cal 40	WC0000
M6A1	District Manager Stati	0.00	MH	36.060			
\$0.00				[]			

20	Station Operations		Quan: 1.00	LS		Cal 7.5	WC0000
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easy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
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BID ITEM = 7500 Land Item SCHEDULE: 1 100
 Description = REVENUE COLLECTION YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

hours

N10A	Ticket Agent - Lead	0.00	MH	25.310						
N10B	Accounting Clerk	0.00	MH	25.310						
N10C	Ticket Clerk	0.00	MH	25.310						
N10D	Reduced Pay Ticket C	0.00	MH	25.310						
N10E	Ticket Agent	0.00	MH	25.310						
N10F	Extra Board Ticket A	0.00	MH	25.310						
N10G	Ticket/Accounting Cl	0.00	MH	25.310						
\$0.00				[]						

=====> Item Totals: 7500 - REVENUE COLLECTION YR 2017
 \$0.00 []
 0.000 1 LS

BID ITEM = 7600 Land Item SCHEDULE: 1 100
 Description = MAINTENANCE OF RAIL LINES YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 Management		Quan:	1.00	LSD	Hrs/Shft:	8.00	Cal	40	WC	0000
M2A	Deputy General Mana	0.88	1,830.40	MH	72.120	239,651				239,651
M2B	Superintendent C&S	0.88	1,830.40	MH	52.880	160,905				160,905
M2C	Superintendent Track	0.88	1,830.40	MH	52.880	160,905				160,905
M2D	Staff Engineer	0.88	1,830.40	MH	38.460	123,277				123,277
M2G	Track/ B&B Inspector	3.00	6,240.00	MH	43.270	463,285				463,285
M2H	Manager Commuter O		0.00	MH	37.500					
M2I	Finance Analyst		0.00	MH	32.210					
M2J	Inventory Control Spe		0.00	MH	34.130					
\$1,148,023.76	13,561.6000 MH/LSD		13,561.60	MH	[791733.09]	1,148,024				1,148,024
			0.0001 Unit/M			1,148,023.76				1,148,023.76

20 Non-Management Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub- Contra	Total
BID ITEM = 7600			Land Item	SCHEDULE: 1			100			
Description = MAINTENCANCE OF RAIL LINES YR 2017			Unit =	LS	Takeoff	Quan:	1.000	Engr	Quan:	0.000
if we want 10% overtime										
40 hrs x 10 = 400										
40 x 10% = 4 hrs x 15 = 60 total of \$460 - 460/400 = 15% must be applied to 40 hours										
9LAI	Labor Agt Incentive	1.00	LS	0.000						
N01C	Foreman - Track/B&	6.00	12,480.00 MH	29.880	754,415					754,415
N01D	Trackman/Laborer	12.00	24,960.00 MH	23.880	1,237,180					1,237,180
N01E	Operator A/Tamper/R	3.00	6,240.00 MH	25.610	328,876					328,876
N01H	Operator B/RR Equip	5.00	10,400.00 MH	24.460	536,184					536,184
N01I	Welder	1.00	2,080.00 MH	27.880	120,140					120,140
N01J	Welder Helper	1.00	2,080.00 MH	22.420	99,540					99,540
N01K	RR Equip. Mech. (Re	1.00	2,080.00 MH	28.430	122,215					122,215
N01L	RR Equip. Oiler (Rep	1.00	2,080.00 MH	24.550	107,576					107,576
N01M	Clerk	2.00	4,160.00 MH	19.900	180,065					180,065
N01MM	Truck Driver	1.00	2,080.00 MH	24.600	107,765					107,765
\$3,593,957.65	68,640.0000 MH/LS	68,640.00	MH	[2367731.55]	3,593,958					3,593,958
					3,593,957.65					3,593,957.65

30 Communications & Signals Quan: 1.00 LS Cal 15 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

9LAI	Labor Agt Incentive	1.00	LS	0.000						
N02A	Inspector	2.00	4,160.00 MH	31.620	268,502					268,502
N02B	Maintainer - C&S	9.00	18,720.00 MH	27.650	1,073,452					1,073,452
N02D	Radio Technician	1.00	2,080.00 MH	32.250	136,628					136,628
N02E	Electronic Technician	1.00	2,080.00 MH	30.900	131,534					131,534
\$1,610,115.55	27,040.0000 MH/LS	27,040.00	MH	[1067036.07]	1,610,116					1,610,116
					1,610,115.55					1,610,115.55

40 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2222A	C&S Subtotal@101%	1.00	LS	612,115.000	734,959					734,959
2222B	B&B Subtotal@101%	1.00	LS	512,997.000	615,949					615,949

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	ment	Contrac

BID ITEM = 7600 Land Item SCHEDULE: 1 100
 Description = MAINTENCANCE OF RAIL LINES YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000
 \$1,350,908.48 [] 1,350,908 1,350,908
 1,350,908.48 1,350,908.48

50	Purchased Services	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
411A	Janitorial Services	1.00	LS	27,322.000				32,480	32,480
411B	Weed Spraying	1.00	LS	105,500.000				125,418	125,418
411C	Fence Repairs on RO	1.00	LS	65,000.000				77,272	77,272
411D	ROW Clean up	1.00	LS	34,953.000				41,552	41,552
411E	Grade Crossing Repai	1.00	LS	30,000.000				35,664	35,664
411G	Structural Inspection	1.00	LS	127,000.000				150,978	150,978
411H	Pump House Maint	1.00	LS	21,000.000				24,965	24,965
411I	Tree Trimming/Remo	1.00	LS	157,500.000				187,236	187,236
411II	Weld Testing	1.00	LS	10,500.000				12,482	12,482
411III	Purchase & Install Lu	1.00	LS	81,506.000				96,894	96,894
411J	Utilities	1.00	LS	58,852.000				69,963	69,963
411K	Purchase & Install Lu	1.00	LS	104,000.000				123,635	123,635
411L	Tie Disposal	1.00	LS	42,000.000				49,930	49,930
411M	Track Geometry Car	1.00	LS	59,400.000				70,615	70,615
\$1,099,084.83 []									1,099,085 1,099,085
									1,099,084.83 1,099,084.83

60	OTHER	Quan:	1.00	LS	Hrs/Shft:	10.00	Cal	50	WC0000
8PLOP	PRENTISS LOADER	1.00	1,040.00	HR	51.918			64,189	64,189
8PLOWN	PRENTISS LOADER	1.00	12.00	MON	2,311.000			32,968	32,968
91A	VEHICLE OPERATI	1.00	LS	0.000					
91BA	GAS, OIL AND SUP	1.00	LS	0.000					
91C	ROAD SUPPLIES	1.00	LS	0.000					
91D	TRAVEL AND TRAI	1.00	LS	130,369.000			154,983		154,983
91E	C&S SAFETY EQUI	1.00	LS	18,900.000			22,468		22,468
91F	TRACK/B&B SAFE	1.00	LS	15,000.000			17,832		17,832
91G	MAINT. OF RADIO	1.00	LS	37,800.000			44,937		44,937
91H	TOWER LEASES	1.00	LS	4,600.000			5,468		5,468
91I	MISC. COMPUTER	1.00	LS	20,917.000			24,866		24,866
91J	POSTAGE	1.00	LS	400.000			476		476
91JJ	Car Wheel Sets & Re	1.00	LS	53,132.000			63,163		63,163
91K	WASTE DISPOSAL	1.00	LS	22,500.000			26,748		26,748
91KA	OTHER EXP	1.00	LS	96,499.000			114,718		114,718
91L	C&S REPLACEMEN	1.00	LS	15,466.000			18,386		18,386
91LL	Track Replacement R	1.00	LS	241,500.000			287,095		287,095
91MA	C&S REPLACEMEN	1.00	LS	37,767.000			44,897		44,897
91N	TRACK REPLACEM	1.00	LS	60,723.000			72,188		72,188
91O	EQUIPEMNT RENT	1.00	LS	515,993.000			613,412		613,412
\$1,608,794.36 []									1,511,638 97,157 1,608,794
									1,511,637.66 97,156.70 1,608,794.36

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub-Contrac	Total
BID ITEM = 7600 Land Item SCHEDULE: 1 100 Description = MAINTENCANCE OF RAIL LINES YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000 =====> Item Totals: 7600 - MAINTENCANCE OF RAIL LINES YR 2017 \$10,410,884.63 109,241.6000 MH/LS 109,241.60 MH [4226500.71] 6,352,097 1,350,908 1,511,638 97,157 1,099,085 10,410,885 10,410,884.630 1 LS 6,352,096.96 1,350,908.48 1,511,637.66 97,156.70 1,099,084.83 10,410,884.63										

BID ITEM = 7700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
M6B1	Deputy GM Cust Serv	0.88	1,830.40 MH	64.900	205,988				205,988
M6B2	Manager Stations & F	1.00	2,080.00 MH	43.270	171,663				171,663
M6B3	Engineer	1.00	2,080.00 MH	50.480	175,926				175,926
\$553,576.89	5,990.4000 MH/LS	5,990.40 MH	[373037.07]	553,577					553,577
		0.0002 Unit/M		553,576.89					553,576.89

15 NonManagement Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400

10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr

\$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N09A	Foreman	1.76	3,660.80 MH	28.320	200,388				200,388
N09B	B&B Specialist	0.88	1,830.40 MH	26.000	92,994				92,994
N09E	Customer Service Age	3.00	6,240.00 MH	26.640	323,795				323,795
\$617,176.47	11,731.2000 MH/LS	11,731.20 MH	[405749.57]	617,176					617,176
	0.0005 Units/Hr	0.0001 Unit/M		617,176.47					617,176.47

20 Materials Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

2226A	CEMOF Mats@102%	1.00	LS	80,000.000	97,006				97,006
2226B	Materials@102%	1.00	LS	100,000.000	121,258				121,258
2226C	Supplies@102%	1.00	LS	76,060.000	92,229				92,229
2226D	Other (List)@102%	1.00	LS	52,818.000	64,046				64,046
\$374,538.05				[]	374,538				374,538
					374,538.05				374,538.05

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contra

BID ITEM = 7700 Land Item SCHEDULE: 1 100
 Description = CUSTOMER SERVICE YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

30	Purchased Services	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal	50	WC	0000
4239A	CEMOF and Gilroy F	1.00	LS	900,000.000				1,069,920	1,069,920
4239B	Pest Control	1.00	LS	17,500.000				20,804	20,804
4239C	Other	1.00	LS	0.000					
4239D	Janitorail Services &	1.00	LS	681,091.000				809,681	809,681
9239E	Trash Removal	1.00	LS	197,263.000			234,506		234,506
9239F	Station Grounds Main	1.00	LS	787,477.000			936,153		936,153
9239G	Graffiti Removal	1.00	LS	15,000.000			17,832		17,832
9239H	VMS	1.00	LS	8,500.000			10,105		10,105
9239I	General Building Mai	1.00	LS	303,960.000			361,348		361,348
9239J	Parking Lot Maint	1.00	LS	226,500.000			269,263		269,263
\$3,729,611.54				[]			1,829,207	1,900,405	3,729,612
							1,829,206.56	1,900,404.98	3,729,611.54

40	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal	50	WC	0000
9SFM1	Office Eq/Supplies	12.00	MON	400.000			5,706		5,706
9SFM3	Other	1.00	LS	49,331.000			58,645		58,645
\$64,350.93				[]			64,351		64,351
							64,350.93		64,350.93

=====> Item Totals: 7700 - CUSTOMER SERVICE YR 2017
 \$5,339,253.88 17,721.6000 MH/LS 17,721.60 MH [778786.64] 1,170,753 374,538 1,893,557 1,900,405 5,339,254
 5,339,253.880 1 LS 1,170,753.36 374,538.05 1,893,557.49 1,900,404.98 5,339,253.88

BID ITEM = 7800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal	40	WC	0000
There are no cost resources for this activity.									

15	NonManagement	Quan:	1.00 LS	Cal	7.5	WC	0000
eavy bid calculates overtime as follows							

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contra

BID ITEM = 7800 Land Item SCHEDULE: 1 100
 Description = MATERIAL MANAGEMENT YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

if we want 5% overtime

40 hrs x 10 = 400

40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

There are no cost resources for this activity.

20	OTHER	Quan:	1.00 LS	Hrs/Shft:	10.00	Cal 50	WC0000
9MM1	Office Supplies	12.00	MON	300.000		4,280	4,280
9MM11	Postage	12.00	MON	50.000		713	713
9MM2	Delivery & Distributi	12.00	MON	50.000		713	713
9MM22	Drug Testing	4.00	EA	75.000		357	357
9MM3	Courses & Seminars	4.00	EA	300.000		1,427	1,427
9MM33	Safety Equipment	4.00	EA	100.000		476	476
9MM4	Employee Uniforms	260.00	EA	8.500		2,627	2,627
9MM44	Computer Supplies	12.00	MON	150.000		2,140	2,140
9MM5	Tools & Equipment	12.00	MON	150.000		2,140	2,140
9MM55	Warehousing & Stora	0.00	MON	0.000			
9MM6	Equipment Rental	6.00	EA	150.000		1,070	1,070
9MM66	Misc Exp	12.00	MON	200.000		2,853	2,853
9MM7	Hazardous Waste Dis	4.00	EA	4,000.000		19,021	19,021
9MM77	Non-Hazardous Wast	12.00	EA	2,000.000		28,531	28,531
9MM8	Other	12.00	MON	1,200.000		17,119	17,119
\$83,465.65				[]		83,466	83,466
						83,465.65	83,465.65

=====> Item Totals: 7800 - MATERIAL MANAGEMENT YR 2017
 \$83,465.65 [] 83,466 83,466
 83,465.650 1 LS 83,465.65 83,465.65

BID ITEM = 7900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10	Management	Quan:	1.00 LS	Hrs/Shft:	8.00	Cal 40	WC0000
M1F	Manager Employee D	1.00	2,080.00 MH	48.080	168,769		168,769
M8A	Deputy GM Admin &	1.00	2,080.00 MH	62.500	210,055		210,055
M8B	Manager Accounting	1.00	2,080.00 MH	37.500	137,053		137,053
M8G	IT Specialist	1.00	2,080.00 MH	42.310	151,565		151,565
M9A	Manager Material Co	1.00	2,080.00 MH	36.060	132,328		132,328
\$799,770.17	10,400.0000 MH/LS	10,400.00	MH	[559943.81]	799,770		799,770
		0.0001	Unit/M		799,770.17		799,770.17

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	MentContra	

BID ITEM = 7900 Land Item SCHEDULE: 1 100
 Description = ADMINISTRATION & FINANCE YR 2017 Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

20 Non-Management Quan: 1.00 LS Cal 7.5 WC0000

heavy bid calculates overtime as follows

using a 50 hour work week

40 hrs x \$10/hr = 400
 10 hrs x \$15/hr = 150 total of \$550 / 50 hrs = avg wage of \$11/hr
 \$11/\$10 base = 10% overtime

however, to force heavybid to factor incidental overtime using the standard 40 hour calendar we must calculate as follows

if we want 5% overtime

40 hrs x 10 = 400
 40 x 5% = 2 hrs x 15 = 30 total of \$430 - 430/400 = 7.5% must be applied to 40 hours

N11B	Payroll Clerks	2.00	4,160.00	MH	26.640	215,863			215,863
N11C	Accounts Payable/Rec	2.00	4,160.00	MH	26.640	215,863			215,863
N12A	Clerks	3.00	6,240.00	MH	23.000	285,282			285,282
\$717,008.59	14,560.0000	MH/LS	14,560.00	MH	[466666]	717,009			717,009
			0.0001	Unit/M		717,008.59			717,008.59

30 OTHER Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

9BF1	Vehicle Operating Ex	0.00	MON	583.330					
9BF2	Dues & Memberships	7.00	EA	300.000		2,496			2,496
9BF3	Courses & Seminars	11.00	EA	400.000		5,231			5,231
9BF4	Misc	1.00	LS	3,500.000		4,161			4,161
9BF5	Data Processing Supp	12.00	MON	300.000		4,280			4,280
9BF6	Postage	12.00	MON	600.000		8,559			8,559
9BF66	Books	12.00	MON	50.000		713			713
9BF7	Office Supplies	12.00	MON	1,500.000		21,398			21,398
9BF77	Safety	11.00	EA	100.000		1,308			1,308
9BF8	Computer Repair	132.00	MON	25.000		3,923			3,923
9BF88	Delivery & Distributi	12.00	MON	1,000.000		14,266			14,266
\$66,335.04				[]		66,335			66,335
						66,335.04			66,335.04

=====> Item Totals: 7900 - ADMINISTRATION & FINANCE YR 2017
 \$1,583,113.80 24,960.0000 MH/LS 24,960.00 MH [1026609.81] 1,516,779 66,335 1,583,114
 1,583,113.80 1 LS 1,516,778.76 66,335.04 1,583,113.80

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub- Contra	Total
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BID ITEM = 7950 Land Item SCHEDULE: 1 100
 Description = GENERAL & ADMIN OVERHEAR @ 8% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

05 GENERAL & ADMIN OVERHEAR @ 8% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

GENERAL & ADMIN OVERHEAD IS AT 8% EXCEPT FOR MATERIAL

MATERIAL IS AT 2% EXCEPT MOW MATERAIL (RAIL, BALLAST, TIES) IS AT 1%

DIRECT COST = \$60,454,914
 LESS MATERIAL -\$5,863,668

REVISED DIRECT COST = \$54,591,246 X 8% = \$4,367,300
 MATERIAL COST \$5,863,668 - MOW MATL 1,000,000 = \$4,863,668 X 2% = \$97,274
 MOW MATERIAL - \$1,000,000 X 1% = \$10,000

TOTAL OH = \$4,367,300 + \$97,274 + \$10,000 = \$4,474,574									
9GOH	GENERAL & ADMIN	1.00	LS	3,764,093.000			4,474,754		4,474,754

=====> Item Totals:	7950	- GENERAL & ADMIN OVERHEAR @ 8%							
\$4,474,753.76			[]			4,474,754		4,474,754	
4,474,753.760	1	LS				4,474,753.76		4,474,753.76	

BID ITEM = 7975 Land Item SCHEDULE: 1 100
 Description = AWARD FEE @ 80% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

10 AWARD FEE @ 80% Quan: 1.00 LS Hrs/Shft: 10.00 Cal 50 WC0000

DIRECT COST \$60,454,914 X 6.4% = \$3,869,115

agreed upon total = \$4,500,000 80% = \$3,600,000									
9AF	AWARD FEE @ 80	1.00	LS	3,028,500.000			3,600,281		3,600,281

=====> Item Totals:	7975	- AWARD FEE @ 80%							
\$3,600,280.80			[]			3,600,281		3,600,281	
3,600,280.800	1	LS				3,600,280.80		3,600,280.80	

Total of Above Sub-Biditems

=====> Item Totals:	7000	- FORM 3C - COST PROPOSAL DETAIL YR 2017									
\$68,529,948.32	733,574.4000	MH/LS	733,574.40	MH	[28718269.93]	43,215,417	5,863,668	14,938,357	97,157	4,415,351	68,529,948
68,529,948.320	1	LS				43,215,416.59	5,863,667.70	14,938,356.72	97,156.70	4,415,350.61	68,529,948.32

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip Ment	Sub- Contra	Total
BID ITEM = 7975			Land Item	SCHEDULE: 1			100			
Description = AWARD FEE @ 80%			Unit =	LS Takeoff	Quan:	1.000	Engr	Quan:	0.000	
\$323,937,388.12 ***	Report Totals ***	3,709,472.00	MH	204,090,576	27,401,105	71,358,618	454,016	20,633,073	323,937,388	

>>> indicates Non Additive Activity
 -----Report Notes:-----
 The estimate was prepared with TAKEOFF Quantities.
 This report shows TAKEOFF Quantities with the resources.

Bid Date: 06/13/11 Owner: Engineering Firm:
 Estimator-In-Charge:

JOB NOTES

UPDATED 09/15/2008 BY SN.
 IF JOINT VENTURE CHANGE THE LABOR OVERHEADS TO \$8.50 HOURS AND ADD HCC HEALTH INSURANCE OF \$1.50 FOR A TOTAL OF \$10.00.
 *****Estimate created on: 09/02/2010 by User#: 3 - Bruce Marinchek
 Source estimate used: C:\HEAVYBID\EST\RAILMST3

*****Estimate created on: 02/17/2011 by User#: 6 - Scott Moody
 Source used: V:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSS.zip (a backup) from 02/15/2011 10:54:44 AM

*****Estimate created on: 02/25/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSSR1.zip (a backup) from 02/25/2011 3:18:14 PM

*****Estimate created on: 03/15/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSSR1.zip (a backup) from 03/15/2011 2:31:29 PM

*****Estimate created on: 03/21/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR2.zip (a backup) from 03/21/2011 10:43:31 AM

*****Estimate created on: 03/21/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR4.zip (a backup) from 03/21/2011 2:48:37 PM

*****Estimate created on: 03/21/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR5.zip (a backup) from 03/21/2011 5:03:21 PM

*****Estimate created on: 04/18/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR6.zip (a backup) from 04/18/2011 3:29:16 PM

*****Estimate created on: 04/22/2011 by User#: 0 -

Activity	Desc	Quantity	Unit	Unit	Perm	Constr	Equip	Sub-	Total
Resource		Pcs		Cost	Labor	Materi	Matl/Ex	Ment	Contra

BID ITEM = 7975 Land Item SCHEDULE: 1 100
 Description = AWARD FEE @ 80% Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR7.zip (a backup) from 04/22/2011 9:16:21 AM

*****Estimate created on: 06/09/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\CALTRAIN O&M\JPB-OMSSR8.zip (a backup) from 06/09/2011 8:32:53 AM

*****Estimate created on: 06/09/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMSSR9BA.zip (a backup) from 06/09/2011 5:22:00 PM

*****Estimate created on: 08/06/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMS10BAF.zip (a backup) from 08/06/2011 10:09:05 AM

*****Estimate created on: 08/10/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMS11BAF.zip (a backup) from 08/10/2011 7:23:07 AM

*****Estimate created on: 08/30/2011 by User#: 0 -
 Source used: C:\USERS\SMOODY\DOCUMENTS\WORK FILE\HEAVY BID BACKUPS\JPB-OMS12BAF.zip (a backup) from 08/30/2011 9:45:44 PM

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

Calendars are found in crew and labor codes and have the format XXXdY where XXX = The Calendar and Y = The Starting Day of the Week with Day 1 = Monday, etc.

- 10 10.5% = 7%
- 15 15% overtime = 10%
- 40 FOURTY HOUR WEEK
- 42 40 HOURS PLUS 2 OVERTIME
- 44 40 HOURS PLUS 4 HRS OVERTIME
- 45 NINE HOURS PER DAY-45 HR/WK
- 48 WORK 40/PAID 48
- 5 5% Overtime
- 50 FIVE 10 HR DAYS
- 60 FIVE 12 HOUR DAYS
- 61 6 TEN HOUR DAYS
- 62 SIX 10 HOUR/DAY PROD=ACT. HR
- 63 Work 48 - Paid 60
- 7 7% OVERTIME
- 7.5 7.5% overtime = 5%

Assumptions



Assumptions

1. Salary/benefit levels for management positions are based on salary levels of current managers (as indicated in the Current Hourly Rates Schedule by Job and by Craft provided by JPB) in similar positions with the exception of some management which is based on current salary levels adjusted for Bay Area cost of living. Benefit rates were derived based on benefit programs of current employees. Inflation is assumed to be 3.5% per year during the term of the contract. TASI will be reimbursed for actual costs in accordance with Agreement.
2. Wage/benefit levels for agreement positions are based on wage rates provided by the JPB in the “Current Hourly Labor Rates, by Job, by Craft” schedule. Benefit rates were derived based on benefit programs of current employees. Inflation is assumed to be 3.6% per year during the term of the contract. TASI will be reimbursed for actual costs in accordance with Agreement.
3. Material cost levels are based on TASI’s recent procurement experience. Inflation is assumed to be 3.5% per year during the term of the contract. TASI will be reimbursed for actual costs in accordance with Agreement.
4. Purchased services cost levels are based on quotes from providers. Inflation is assumed to be 3.5% per year during the term of the contract. TASI will be reimbursed for actual costs in accordance with Agreement.
5. Other cost levels are based on TASI’s recent procurement experience. Inflation is assumed to be 3.5% per year during the term of the contract. TASI will be reimbursed for actual costs in accordance with Agreement.
6. The effects of attrition are included in the cost proposal.
7. The Personnel Summary and Cost Proposal quantifies the number of employees included in FY 2012.
8. BSP includes approximately \$1.2 million for “Labor AGT Incentive.” We have not included this cost because we have been unable to identify provisions for this payment in either the union agreement or the RFP.
9. Our cost proposal assumes that the condition of the JPB assets is in a State of Good Repair (SOGR). The cursory inspection of the assets was not enough to determine if that is the case. A joint audit of the assets during mobilization will be required to determine the actual state of repair. Work required to



achieve an SOGR initially is not included in the scope of work or the costs. TASI and the JPB will discuss the cost implications of achieving SOGR, if any, with the JPB. All the assets indicated in the RFP documents will be available to TASI at the time of commencement of services.

10. Equipment Rental Rates are based on several factors that include whether the equipment is required to be purchased or whether it is already owned by TASI; whether it is new or used; the useful life; interest rates; the amount of capital investment; and how much the equipment will be used annually. Herzog qualifies for fleet discounts for automotive equipment resulting in extremely favorable purchase prices.

11. Our cost for FELA is based and quoted insurance premiums for \$100 million of limits of stand-alone FELA Insurance and a projection of occurrences within a \$500,000 per occurrence Self Insured Retention. The first year cost is 12.93% of direct labor including labor for Addition Services.

12. Inventories are at a reasonable level and makeup to maintain equipment, right-of-way and facilities.

13. The JPB maintains \$200 million in liability limits currently in effect during the term of the agreement.

14. The current labor agreements provided by the JPB have no material changes prior to TASI's commencement of services. To the extent changes do occur, additional costs will be reimbursable.

15. The number of employees and wages and salaries provided by JPB on the Current Hourly Rates documents are accurate. To the extent wages and salaries are different, costs will be reimbursable.

16. Additional Work of approximately \$8 million in direct costs will be awarded to TASI.

17. Our Proposal assumes that of all computers, servers, routers, telephones, mobile phones, Nextels, radios etc. necessary to provide the services are included. Our Mobilization costs have been reduced accordingly.

18. No Mobilization was included for Additional Services.

19. TASI assumes that at least 90% of the existing workforce will accept employment offers.

20. TASI assumes that inventories, spare parts, other materials, supplies, equipment and are in a SOGR and of sufficient quantity to support the contractor's operation and maintenance of the Caltrain Service.



21. We still strongly disagree with the JPB that recognizing occurrences out of our control, “renders the data meaningless”. At all the properties we currently operate that reward the Contractor for OTP, there is recognition that there are many events out of the control of the Contractor that occur that affect OTP. The OTP that is published (we call raw OTP) is what the “customer feels”. The uncontrollable occurrences do not, however, affect the contractor’s compensation. We agree to try it your way for the first year, but will be looking closely at this metric particularly when the metrics are renegotiated in accordance with the contract.

22. The continuation of the current 86 train schedule.

23. Office equipment and furniture on the property are transferred to TASI. (We assume that it is the JPB's intent to transfer to TASI the office equipment and furniture on the property as much as possible. If any portion is not transferred and is needed, then it would be provided either by the JPB or by TASI with costs of such being reimbursable if provided by TASI.

Forms

**FORM B - LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENTS (Pursuant to 49 CFR Part 20, Appendix A)**

The undersigned certifies, to the best of their knowledge and belief, that:

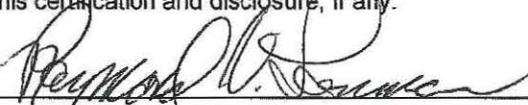
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer, TransitAmerica Services, Inc. (Company), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.



Signature of Authorized Official

Raymond V. Lanman, Vice President

Name and Title of Authorized Official

September 24, 2010

Date

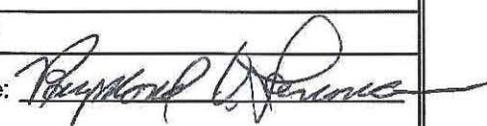
FORM B CONTINUED - DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

13520348-0046

Not Applicable

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known. Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____			10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI.): Attach Continuation Sheet if necessary.		
11. Amount of Payment (Check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (Check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted for Payment Indicated in Item 11. Attach continuation sheet if necessary.					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> YES <input type="checkbox"/> NO					
16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.			Signature:  Print Name: <u>Raymond V. Lanman</u> Title: <u>Vice President</u> Telephone No.: <u>816-901-4063</u> Date: <u>September 24, 2010</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form-LLL		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page ___ of ___

Not Applicable

Authorized for Local Reproduction
Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C; 8120-01-C; 4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C; 4810-25-C; 3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C; 4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
(c) Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

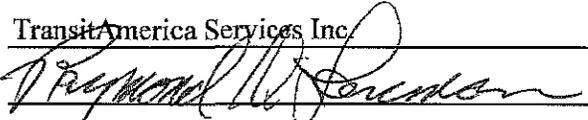
**FORM C - BUY AMERICA CERTIFICATE OF COMPLIANCE
(Buses, Other Rolling Stock, and Associated Equipment)**

IMPORTANT: SELECT AND COMPLETE ONLY ONE OF THE FOLLOWING CERTIFICATES:

Certificate of Compliance with 49 USC 5323(j)(2)(C)

TransitAmerica Services, Inc. hereby certifies that it will comply with the requirements of 49 USC 5323(j)(2)(C) and the applicable regulations in 49 CFR 661.

TransitAmerica Services, Inc. Firm Name

 Signature of Authorized Official

Raymond V. Lanman, Vice President Name and Title of Authorized Official

September 24, 2010 Date

OR:

Certificate for Non-Compliance with 49 USC 5323(j)(2)(C)

_____ hereby certifies that it cannot comply with the requirements of 49 USC 5323(j)(2)(C), but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

_____ Firm Name

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

FORM E - PROPOSER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) - PART I

All Proposers shall complete and submit this form with their proposal, identifying all of the subconsultants and sub-bids it received, DBE and non-DBE alike. Part I of the form requires Proposers to list all subcontractors, subconsultants and vendors who will participate on this contract. Part II of the form requires Proposers to list all subcontractors, subconsultants or vendors who provided a quote or bid but were not selected to participate on this project.

The Proposer shall list all subcontractors, subconsultants, and vendors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE)
<i>Name</i> Otis Elevator Company	<i>Phone</i> 415-546-8116	<input type="checkbox"/> < \$1 million	Maintenance of conveying systems	<input type="checkbox"/> YES
<i>Address</i> 444 Spear Street, Suite 100	<i>Fax</i> 415-546-0907	<input type="checkbox"/> < \$5 million	and equipment	<input type="checkbox"/> NO
<i>City State ZIP</i> San Francisco, CA 94105		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input checked="" type="checkbox"/> > \$15 million		
<i>Name</i> Terminix	<i>Phone</i> 650-225-0131	<input type="checkbox"/> < \$1 million	All pest control services for stations	<input type="checkbox"/> YES
<i>Address</i> 889 Stanton Rd	<i>Fax</i> 650-225-0365	<input type="checkbox"/> < \$5 million	and CEMOF	<input type="checkbox"/> NO
<i>City State ZIP</i> Burlingame, CA 94010		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input checked="" type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i> Pestinator	<i>Phone</i> 415-691-7746	<input type="checkbox"/> < \$1 million	Pigeon abatement and flying pest	<input checked="" type="checkbox"/> YES
<i>Address</i> 19106 Creekside Place	<i>Fax</i> 415-691-7746	<input checked="" type="checkbox"/> < \$5 million	control	<input type="checkbox"/> NO
<i>City State ZIP</i> Salinas, CA 93908		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

FORM E - PROPOSER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) - PART II

The Proposer shall list all subcontractors, subconsultants, or vendors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> Macadi Cleaning Corporation	<i>Phone</i> 714-962-2747	<input type="checkbox"/> < \$1 million	Janitorial Services to CEMOF	<input type="checkbox"/> YES
<i>Address</i> 18582 Beach Blvd, Ste 240	<i>Fax</i> 714-962-0727	<input checked="" type="checkbox"/> < \$5 million		<input checked="" type="checkbox"/> NO
<i>City State ZIP</i> Huntington Beach, CA 92647		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i> Perfection Sweeping	<i>Phone</i> 415-273-2910	<input type="checkbox"/> < \$1 million	Parking lot sweeping and platform	<input type="checkbox"/> YES
<i>Address</i> PO Box 4752369	<i>Fax</i> 415-273-2914	<input type="checkbox"/> < \$5 million	pressure washing	<input type="checkbox"/> NO
<i>City State ZIP</i> San Francisco, CA 94147		<input checked="" type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i> SimplexGrinnell	<i>Phone</i> 415-273-2910	<input type="checkbox"/> < \$1 million	Fire alarm monitoring and maintenance	<input type="checkbox"/> YES
<i>Address</i> 4752369	<i>Fax</i> 415-273-2914	<input type="checkbox"/> < \$5 million	compliance	<input type="checkbox"/> NO
<i>City State ZIP</i> San Francisco, CA 94147		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input checked="" type="checkbox"/> > \$15 million		
<i>Name</i> Gachina Landscape Management	<i>Phone</i> 650-853-0400	<input type="checkbox"/> < \$1 million	All landscaping, irrigation and	<input type="checkbox"/> YES
<i>Address</i> 1130 O'Brien Drive	<i>Fax</i> 650-853-0430	<input type="checkbox"/> < \$5 million	arborist services for Stations,	<input type="checkbox"/> NO
<i>City State ZIP</i> Menlo Park, CA 94025		<input type="checkbox"/> < \$10 million	Platforms and Parking Lots	<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input checked="" type="checkbox"/> > \$15 million		

FORM E - PROPOSER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE) - PART II

The Proposer shall list all subcontractors, subconsultants, or vendors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i> Agrichem	<i>Phone</i> 530-746-2082	<input checked="" type="checkbox"/> < \$1 million	All vegetation control	<input type="checkbox"/> YES
<i>Address</i> 36053 County Rd 31		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i> Davis, CA 95616	<i>Fax</i> 530-746-2082	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
<i>Address</i>		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #</i>
		<input type="checkbox"/> < \$15 million		<i>Age of Firm (Yrs.)</i>
		<input type="checkbox"/> > \$15 million		

FORM F - ACKNOWLEDGEMENT OF ADDENDA

The undersigned Proposer acknowledges receipt of the following addenda, if issued, to the solicitation documents. If none received, write "None Received."

Addendum No. 1, dated 6/22/10.

Addendum No. 2, dated 7/2/10.

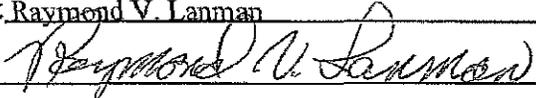
Addendum No. 3, dated 7/28/10.

Addendum No. 4, dated 08/11/10.

Date: September 24, 2010

Firm: TransitAmerica Services, Inc.

Print Name: Raymond V. Lanman

Signature: 

Title: Vice President

**FORM G - ACKNOWLEDGEMENT OF INSURANCE, BONDING
AND LABOR PROTECTION REQUIREMENTS**

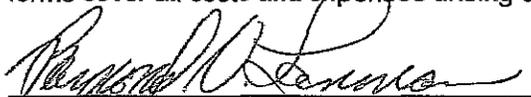
Proposer hereby acknowledges that it has read and fully understands the insurance requirements set forth in Part 1, Section 4. In addition, Proposer acknowledges that it has read and fully understands the payment bond and performance bond requirements prescribed in Part 1, Section 3 and agrees to comply with the labor protection provisions and requirements referenced in Part 1, Section 3 and described in more detail in Part 1, Section 4.

Proposer also acknowledges the following Labor Code requirement:

"I am 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 provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

Proposer certifies that it has had an opportunity to review the 13(c) arrangements and other certifying conditions required by the U.S. Department of Labor, and that the Proposer's Cost Proposal fully reflects the assumption of these obligations.

Proposer further certifies that it has the financial capacity to satisfy the above-referenced insurance and bond requirements and that the cost and price quotations shown on the attached cost proposal forms cover all costs and expenses arising out of full satisfaction of these obligations.



Signature of Proposer

Title: Vice President

Date: September 24, 2010

**FORM H - 2010 PENINSULA CORRIDOR JOINT POWERS BOARD
CALIFORNIA LEVINE ACT STATEMENT**

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits any Peninsula Corridor Joint Powers Board (JPB) Board Member from participating in any action related to a contract if he or she receives any political contributions totaling more than \$250 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires a member of the JPB Board who has received such a contribution to disclose the contribution on the record of the proceeding.

The JPB's Board Members are:

Omar Ahmad	Don Gage
Mark Church	Ash Kalra
Jose Cisneros	Arthur Lloyd
Sean Elsbernd	Ken Yeager
Nathaniel Ford	

1. 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 JPB Board Member in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES NO

if yes, please identify the Board Member(s): _____

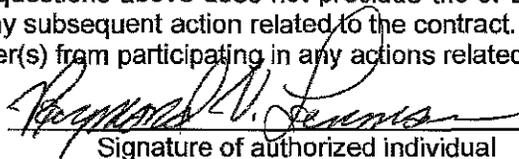
2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any JPB Board Member in the three months following any Board action related to this contract?

YES NO

if yes, please identify the Board Member(s): _____

Answering yes to either of the two questions above does not preclude the JPB from awarding a contract to your firm or any 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 contract.

September 24, 2010
Date


Signature of authorized individual

Raymond V. Lanman
Type or write name of authorized individual

TransitAmerica Services Inc.
Type or write name of company



**Provision of Rail Operations, Maintenance and Support Services
10-PCJPB-S-025**

EXHIBIT C

Performance Fee Program

**Exhibit C
Performance Fee Program**

Category Total Points	Management 35				Safety 20			On-time Performance 15		Customer Service 10		Equipment-related Delays 10		Track-related Delays 5		C and S-related Delays 5										
	Budget Adherence* 5		Deliverables 5		Mix 5		Staffing 20		Injuries 10		FRA Violations 5		FRA Accident/Incident 5		Onboard Survey* 5		Customer Complaints 5		Per 100,000 train miles		Per 100,000 train miles		Per 100,000 train miles			
Sub Category Subtotal	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale	Points	Scale		
	5	Within 0.5% over or 1% under budget	5	97.0 - 100.0%	5	97.0 - 100.0%	20	354 or fewer	10	0 - 2.00	5	0	5	0	15	99.0 - 100.0%	5	4.20 - 5.00	5	0.000 - 0.019	10	0 - 300	5	0 - 15	5	0 - 25
	4	Within 1% over or 1.5% under budget	4	95.0 - 96.9%	4	95.0 - 96.9%	19	355 - 360	9	2.01 - 2.20	0	1	2	1	14	98.0 - 98.9%	4	4.00 - 4.19	4	0.020 - 0.029	9	301 - 335	4	16 - 30	4	26 - 50
	3	Within 1.5% over or 2% under budget	3	93.0 - 94.9%	3	93.0 - 94.9%	18	361 - 365	8	2.21 - 2.40			0		13	97.0 - 97.9%	3	3.80 - 3.99	3	0.030 - 0.039	8	336 - 370	3	31 - 45	3	51 - 75
	2	Within 2% over or 3% under budget	2	91.0 - 92.9%	2	91.0 - 92.9%	17	366 - 370	7	2.41 - 2.60					12	96.0 - 96.9%	2	3.60 - 3.79	2	0.040 - 0.049	7	371 - 405	2	46 - 60	2	75 - 100
	1	Within 2.5% over or 3.5% under budget	1	89.0 - 90.9%	1	89.0 - 90.9%	16	371 - 375	6	2.61 - 2.80					11	95.0 - 95.9%	1	3.40 - 3.59	1	0.050 - 0.069	6	406 - 440	1	61 - 75	1	100 - 200
	0	Above 2.5% over or 3.5% under budget	0	Below 89.0%	0	Below 89.0%	14	376 - 380	5	2.81 - 3.00					10	94.0 - 94.9%	0	Below 3.40	0	Above 0.069	5	441 - 475	0	Above 75	0	Above 200
							12	381 - 385	4	3.01 - 3.20					9	93.0 - 93.9%					4	476 - 510				
							10	386 - 390	3	3.21 - 3.40					8	92.0 - 92.9%					3	511 - 545				
							8	391 - 395	2	3.41 - 3.60					7	91.0 - 91.9%					2	546 - 580				
							6	396 - 400	1	3.61 - 3.75					6	90.0 - 90.9%					1	581 - 600				
							4	401 - 405	0	Above 3.75					5	89.0 - 89.9%					0	Above 600				
							2	406 - 410							4	88.0 - 88.9%										
							0	Above 410							3	87.0 - 87.9%										
														2	86.0 - 86.9%											
														1	85.0 - 85.9%											
														0	Below 85.0%											

* The metric for Budget Adherence will be measured and paid once per year at the end of the fiscal year. The metric for the Onboard Survey will be measured and paid twice per year. Otherwise, all other metrics of the Performance Fee and measured and paid at the end of each quarter.