

**AGREEMENT BETWEEN
VENTURA COUNTY TRANSPORTATION COMMISSION
AND
RAILPROS, INC.
FOR CONSTRUCTION MANAGEMENT
TO RECONSTRUCT THE SESPE CREEK OVERFLOW BRIDGE
ON THE SANTA PAULA BRANCH LINE**

ARTICLE I – GENERAL PROVISIONS

- A. This AGREEMENT is between the following named, hereinafter referred to as, CONTRACTOR and the Ventura County Transportation Commission, hereinafter referred to as, VCTC:

The name of the “CONTRACTOR” is as follows:
RailPros, Inc.
Incorporated in the State of California

The Project Manager for the CONTRACTOR will be: Stephen Ng, PE.

The Contract Administrator for VCTC will be: Amanda Fagan.

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONTRACTOR’s Cost Proposal dated December 22, 2023. The approved CONTRACTOR’s Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONTRACTOR To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC’s partner agencies (“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONTRACTOR’s breach or failure to comply with any of its obligations contained in the AGREEMENT, including any obligations arising from the CONTRACTOR’s compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq., and/ or (2) negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by CONTRACTOR, its officers, employees, agents, subcontractors, or anyone under CONTRACTOR’s control, in the performance of work or services under the AGREEMENT (collectively “Claims” or individually “Claim”).
1. In addition to CONTRACTOR’s duty to indemnify, CONTRACTOR shall have a separate and wholly independent duty to defend Indemnified Parties at CONTRACTOR’s expense by legal counsel approved by VCTC, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of CONTRACTOR shall be required for the duty to defend to arise. VCTC shall notify CONTRACTOR of any Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist CONTRACTOR, as may be reasonably requested, in the defense.
 2. If CONTRACTOR elects to use subcontractors, CONTRACTOR agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as CONTRACTOR If the CONTRACTOR elects to use subcontractors, the

CONTRACTOR shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

3. The provisions of this Section shall survive the expiration, suspension, or termination of this Agreement
- D. CONTRACTOR in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of VCTC.
- E. VCTC is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONTRACTOR's assigned personnel. CONTRACTOR, in the performance of its obligation hereunder, is only subject to the control or direction of the VCTC as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third-party person(s) employed by CONTRACTOR shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. CONTRACTOR hereby agrees to indemnify and hold VCTC harmless from any and all claims that may be made against VCTC based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT, including any contentions by CONTRACTOR's employees related to eligibility for benefits under the Public Employee Retirement System ("PERS") pursuant to the relationship created under this Agreement.
- G. Except as expressly authorized herein, CONTRACTOR's obligations under this AGREEMENT are not assignable or transferable, and CONTRACTOR shall not subcontract any work, without the prior written approval of the VCTC. However, claims for money due or which become due to CONTRACTOR from VCTC under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the VCTC.
- H. In accordance with CONTRACTOR's obligations outlined in Section C above, CONTRACTOR shall be as fully responsible to the VCTC for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONTRACTOR.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II – CONTRACTOR'S REPORTS OR MEETINGS

- A. CONTRACTOR shall submit progress reports at least once a month. The report should be sufficiently detailed for the VCTC's Contract Administrator to determine, if CONTRACTOR is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONTRACTOR's Project Manager shall meet with VCTC's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III – STATEMENT OF WORK

A. Contractor Services

The purpose of this AGREEMENT is to provide construction management services for the Sespe Creek Overflow Railroad Bridge Repair Project, hereinafter referred to as "Project", located in Ventura County, California. The scope of work shall include professional engineering services required for management of a construction contract, including engineering inspection services, environmental support services, materials testing, and surveying services necessary to verify the Project is constructed as specified in the Project plans and specifications. The scope of work shall also include project management support services and coordination with the Railroad Operator, Sierra Northern Railway.

B. VCTC Obligations

All data applicable to the Project and in possession of VCTC, another agency, or government agency that are to be made available to CONTRACTOR are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONTRACTOR are to be stated clearly.

C. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the VCTC, State, and/or FEMA. Costs incurred by CONTRACTOR for meetings, subsequent to the initial meeting are included in the fee.

D. Checking Shop Drawings

Any payment for checking shop drawings by CONTRACTOR is included in the AGREEMENT fee.

E. CONTRACTOR Services During Construction

CONTRACTOR's services may be requested during the course of construction as material testing, construction surveys, etc., are completed. Payment for these services will be on a time and material basis based on the rates specified under this AGREEMENT.

F. Documentation and Schedules

CONTRACTOR shall document the results of the work to the satisfaction of VCTC, and if applicable, the State and FEMA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

G. Deliverables and Number of Copies

The CONTRACTOR shall furnish three (3) hard copies and one (1) electronic copy of deliverables, including reports, brochures, sets of plans, specifications, and maps.

ARTICLE IV – PERFORMANCE PERIOD

- A. This AGREEMENT shall be effective as of February ____, 2024, and CONTRACTOR shall commence work after notification to proceed by VCTC'S Contract Administrator. The AGREEMENT shall terminate on December 31, 2024, unless extended by AGREEMENT amendment.
- B. CONTRACTOR is advised that any recommendation for AGREEMENT award is not binding on VCTC until the AGREEMENT is fully executed and approved by VCTC.

ARTICLE V – ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and VCTC. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by VCTC.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, VCTC shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONTRACTOR shall not commence performance of work or services until this AGREEMENT has been approved by VCTC and notification to proceed has been issued by VCTC'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONTRACTOR will be reimbursed within thirty (30) days upon receipt by VCTC'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due VCTC that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONTRACTOR's work unless a later date is approved by the VCTC. Invoices shall be mailed to VCTC's Contract Administrator at the following address:

Ventura County Transportation Commission
Attn: Amanda Fagan
751 E. Daily Dr., Suite 420
Camarillo, CA 93010

- E. The total amount payable by VCTC shall not exceed \$779,846.

ARTICLE VI – TERMINATION

- A. This AGREEMENT may be terminated by VCTC for convenience or for cause upon CONTRACTOR's breach of a material provision of this Agreement, provided that VCTC gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- B. If VCTC provides notice of intent to terminate this AGREEMENT for cause upon CONTRACTOR's breach of a material provision of this Agreement, the notice shall specify the nature of the breach and provide CONTRACTOR with an opportunity to cure. If CONTRACTOR fails to cure the breach and/or fails to reasonably commence a satisfactory cure, in VCTC's sole discretion, prior to the end of the 30-day notice period, then VCTC may immediately terminate the AGREEMENT upon the date specified in the notice.
- C. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- D. VCTC may temporarily suspend this AGREEMENT, at no additional cost to VCTC, provided that

CONTRACTOR is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If VCTC gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

- E. Notwithstanding any provisions of this AGREEMENT, CONTRACTOR shall not be relieved of liability to VCTC for damages sustained by VCTC by virtue of any breach of this AGREEMENT by CONTRACTOR, and VCTC may withhold any payments due to CONTRACTOR until such time as the exact amount of damages, if any, due VCTC from CONTRACTOR is determined. In the event of a breach, VCTC may take over the Work and prosecute the same to completion by VCTC or otherwise, and the CONTRACTOR shall be liable to VCTC for reasonable costs incurred by VCTC in making necessary arrangements for completion of the work by others. The rights and remedies of VCTC provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. VCTC shall have the right to set-off any such amounts it incurs in order to complete the Work or otherwise related to the termination of CONTRACTOR against any payments owed to CONTRACTOR for that portion of the Work which has been completed and accepted by VCTC.
- F. In the event of termination, CONTRACTOR shall be compensated for work satisfactorily completed consistent with this AGREEMENT. Upon termination, VCTC shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONTRACTOR agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONTRACTOR to VCTC.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VII – RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONTRACTOR, Subcontractors, and VCTC shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONTRACTOR's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. VCTC, Caltrans Auditor, FEMA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONTRACTOR, Subcontractors, and the CONTRACTOR's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation. CONTRACTOR agrees to permit any of the above listed parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ARTICLE IX – AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by VCTC'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONTRACTOR may request a review by VCTC'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by VCTC will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONTRACTOR and subcontractor AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, VCTC, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by VCTC Contract Administrator to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by VCTC at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, VCTC or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the VCTC Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
 - a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, VCTC will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- i. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- ii. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- iii. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be

seventy-five percent (75%) of the proposed rate.

- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- d. CONTRACTOR may submit to VCTC final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of VCTC; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO VCTC no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between VCTC and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

ARTICLE X – SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the VCTC and any Subcontractors, and no subagreement shall relieve the CONTRACTOR of its responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the VCTC for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its Subcontractors is an independent obligation from the VCTC's obligation to make payments to the CONTRACTOR.
- B. The CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the VCTC Contract Administrator, except that which is expressly identified in the CONTRACTOR's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subcontractors unless otherwise noted.
- D. CONTRACTOR shall pay its Subcontractors within Fifteen (15) calendar days from receipt of each payment made to the CONTRACTOR by the VCTC.
- E. Any substitution of Subcontractors must be approved in writing by the VCTC Contract Administrator in advance of assigning work to a substitute Subcontractor.
- F. Prompt Progress Payment

CONTRACTOR or Subcontractor shall pay to any Subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the Subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or Subcontractor to a Subcontractor, CONTRACTOR or Subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the

licensee to a penalty, payable to the Subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to the prevailing party's attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to Subcontractors

CONTRACTORS and Subcontractors are prohibited from holding retainage from Subcontractors. Any delay or postponement of payment may take place only for good cause. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient Subcontractor performance and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

H. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

ARTICLE XI – EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. For purchase of any item, service, or consulting work not covered in CONTRACTOR's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by VCTC's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- B. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
- a. CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, VCTC shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONTRACTOR may either keep the equipment and credit VCTC in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established VCTC procedures; and credit VCTC in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by VCTC and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by VCTC.
 - b. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII – STATE PREVAILING WAGE RATES

- A. No CONTRACTOR or Subcontractor may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONTRACTOR shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at VCTC construction sites, at VCTC facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve VCTC projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - a. Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 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 the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - b. To the extent applicable, payroll records shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by VCTC representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - ii. A certified copy of all payroll records, to the extent applicable, shall be made available for inspection or furnished upon request to a representative of VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the

VCTC Contract Administrator by both email and regular mail on the business day following receipt of the request.

- c. Each CONTRACTOR shall submit a certified copy of the applicable records, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 - d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by VCTC shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
 - e. The CONTRACTOR shall inform VCTC of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 - f. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to VCTC, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by VCTC from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- E. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the VCTC Contract Administrator.
- F. Penalty
- a. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the VCTC a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 - b. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 - c. In addition to the penalty and pursuant to Labor Code §1775, the difference between the 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.

- d. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
 - i. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - ii. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees subject to prevailing wage requirements by periodic review of the certified payroll records of the Subcontractor.
 - iii. Upon becoming aware of the Subcontractor's failure to pay 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 works project.
 - iv. 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 had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code §1775, VCTC shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

If VCTC determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if VCTC 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 moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by VCTC.

ARTICLE XIII – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their status under the aforementioned categories. 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, ancestry, religion, creed, age, disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military status, veteran status, or national origin.

- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

VCTC will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally or state assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

VCTC will assist and cooperate actively with the administering federal agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish

the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

VCTC agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, VCTC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE XV – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT COMPLIANCE

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty 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 (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- C. Withholding for unpaid wages and liquidated damages. VCTC 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

ARTICLE XVI – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- A. Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - a. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - b. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- B. Federal Water Pollution Control Act. 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.
 - a. CONTRACTOR agrees to report each violation to the VCTC and understands and agrees that VCTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

 - b. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE XVII – DEBARMENT AND SUSPENSION

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- C. This certification is a material representation of fact relied upon by VCTC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to VCTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE XVIII – ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ARTICLE XIX – PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE XX – ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide VCTC, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or authorized representative[s] access to construction or other work sites pertaining to the work being completed under the Agreement.
- D. In compliance with the Disaster Recovery Act of 2018, VCTC and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

ARTICLE XXI – DHS SEAL, LOGO, AND FLAGS

CONTRACTOR shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ARTICLE XXII – COMPLIANCE WITH FEDERAL LAW, REGULATION, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives as currently applicable and as may be amended from time to time whether or not specifically referenced herein.

ARTICLE XXIII – NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the VCTC, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

ARTICLE XXIV – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

ARTICLE XXV – INSURANCE

Before beginning any work under this Contract, CONTRACTOR, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONTRACTOR and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, CONTRACTOR shall provide proof satisfactory to VCTC of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to VCTC. CONTRACTOR shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the CONTRACTOR's compensation provided hereunder. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until CONTRACTOR has obtained all insurance required herein for the subcontractor(s). CONTRACTOR shall maintain all required insurance listed herein for the duration of this Agreement.

- A. Workers' Compensation. CONTRACTOR shall, at its sole cost and expense, maintain Workers' Compensation insurance as required by the State of California with Statutory Limits and Employer's Liability insurance with no less than \$1,000,000 per accident for bodily injury or disease. In the alternative, CONTRACTOR may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator, as defined in Section 10.9. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against VCTC and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

- B. Commercial General and Automobile Liability Insurance.
 - a. Commercial General Liability (CGL). Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. No endorsement shall be attached limiting the coverage. Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

 - b. Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition). Said policy shall include a Railroads CG 24 17 endorsement removing the exclusion of coverage, if applicable, for bodily injury or property damage arising out of operations within 50 feet of any railroad property and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing.

 - c. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
 - i. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- ii. Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to VCTC and its officers, employees, agents, and volunteers.

C. Professional Liability Insurance.

- a. General requirements. CONTRACTOR, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$3,000,000 per claim or per occurrence covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed one hundred fifty thousand dollars (\$150,000) per claim.
- b. Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - i. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, CONTRACTOR shall purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement or the work. VCTC shall have the right to exercise, at the CONTRACTOR's sole cost and expense, any extended reporting provisions of the policy, if the CONTRACTOR cancels or does not renew the coverage.
 - iv. A copy of the claim reporting requirements must be submitted to VCTC for review prior to the commencement of any work under this Agreement.

D. All Policies Requirements

- a. Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- b. Verification of coverage. Prior to beginning any work under this Agreement, CONTRACTOR shall furnish VCTC with complete copies of all policies delivered to CONTRACTOR by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If VCTC does not receive the required insurance documents prior to the CONTRACTOR beginning work, this shall not waive the CONTRACTOR's obligation to provide them. VCTC reserves the right to require complete copies of all required insurance policies at any time.
- c. Notice of Cancellation of Coverage. A certified endorsement shall be attached to all Commercial General Liability and Automobile Liability insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to VCTC. In the event that any coverage required by this section is cancelled, CONTRACTOR shall provide written notice to VCTC at CONTRACTOR's

earliest possible opportunity and in no case later than ten (10) working days after CONTRACTOR is notified of the change in coverage.

- d. Additional insured; primary insurance. VCTC and its officers, employees, agents, and volunteers, and those of VCTC's partner agencies that utilize the subject data, and Sierra Northern Railway and its officers, employees, agents, and volunteers, shall be covered on the General Liability and Automobile Liability policies as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, including VCTC's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR, as applicable; premises owned, occupied, or used by CONTRACTOR; and automobiles owned, leased, or used by the CONTRACTOR in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to VCTC or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to VCTC and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by VCTC shall be called upon to contribute to a loss under the coverage.

- E. Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose to and obtain the approval of VCTC for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the CONTRACTOR's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, CONTRACTOR may increase such deductibles or self-insured retentions with respect to VCTC, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that CONTRACTOR procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- F. Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- G. Variation. VCTC may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that VCTC's interests are otherwise fully protected.
- H. Remedies. In addition to any other remedies VCTC may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, VCTC may, at its sole option exercise any of the following remedies, which are alternatives to other remedies VCTC may have and are not the exclusive remedy for CONTRACTOR's breach:

Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; and/or terminate this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first herein written above.

VENTURA COUNTY TRANSPORTATION COMISSION

By: _____

Date: _____

Martin R. Erickson

Executive Director

APPROVED AS TO FORM: VCTC

By: _____

Date: _____

Steven T. Mattas, General Counsel

RAILPROS, INC.

By: _____

Date: _____

Dan Davis, Vice President

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards 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 section 1352, title 31, U.S. Code. 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 Contractor, [CONTRACTOR NAME], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



PROPOSAL



Ventura County Transportation Commission
Construction Management Services for
Sespe Creek Overflow Railroad Bridge Repair
Project, Ventura County, California

December 22, 2023

POMONA OFFICE
270 Bonita Avenue, Suite B
Pomona, CA 91767

www.RailPros.com



December 22, 2023

Ms. Amanda Fagan
Director of Planning and Sustainability
Ventura County Transportation Commission
751 E. Daily Drive, Suite 420
Camarillo, CA 93010

RE: Proposal to Provide Construction Management Services for Sespe Creek Overflow Railroad Bridge Repair Project Located in Ventura County, California

Dear Ms. Fagan:

Ventura County Transportation Commission (VCTC) is seeking a qualified firm to provide construction management (CM) services for the Sespe Creek Overflow Railroad Bridge Repair project. RailPros has extensive knowledge of Sespe Creek Overflow Bridge is currently providing the 90% design plans for this project. We understand the urgent need to restore rail services on the bridge and our CM team is prepared to commence work on or about May 1, 2024, and to reinstate service by August 31, 2024.

Our Successful CM Team Will Deliver. We have a solid team of CM professionals who have led and managed bridge repair and reconstruction projects, new bridge projects, coupled with rail, track, ties, and ballasts throughout the railroad industry.

Our proposed Construction Manager/Resident Engineer (CM/RE), Stephen Ng, PE, served as CM/RE for two single-track bridge replacements in Ventura County that were replaced within one weekend. In addition, two other bridge replacement projects, separated by 20 track miles in Orange County, were also replaced ahead of schedule over two weekends.

Stephen Ng has been working with SCRRRA for over 10 years as Construction Manager, Resident Engineer, Project Manager, and Inspector successfully delivering eight Culvert, Bridge, track, structures and station projects throughout the Metrolink System. He is extremely knowledgeable of SCRRRA standards, processes, and procedures. His knowledge extends into providing updates and recommendations to SCRRRA for modifying standard specifications and standards based on past and current construction experience.

Kyle Krzemien, proposed Track Construction Manager, has managed 14 High-Priority State of Good Repair rehabilitation projects for SCRRRA since 2019. Kyle also served as the Lead Construction Manager for the LAUS \$67 Million Rehabilitation project, successfully completing the project:

- Within a compressed construction work window to minimize disruption to operations

7.2.1 Firm Information

Founded in 2000, RailPros provides a suite of transportation consulting services, specializing in construction management (CM), program and project management, planning, engineering design, field services, and systems, signals, and communications for railroad authorities, cities, counties, and private developers. Our dedicated, hands-on staff provides a high level of technical expertise and quality customer service to meet our client's goals and expectations.

RailPros has no planned or anticipated business organization or operational changes at this time.

7.2.2/7.2.3 Contractor's Primary Contact and Authorized Representative:

Dan Davis, Vice President
270 East Bonita Avenue, Suite B
Pomona, CA 91767
Phone: 714.734.8765
Mobile: 562.477.7071
Email: dan.davis@railpros.com

- By developing a collaborative approach to detailed concepts and costs with LACMTA and Amtrak in advance of SCRRRA making final strategic decisions
- On-schedule and within budget

Stephen and Kyle are well-versed at delivering rehabilitation projects from the research and planning stages, to working through construction and phasing planning, to construction work, inspections and finally close-out work. Both Construction Managers have direct experience managing complex construction management projects, with LUAS RY-RAMP and Vista Canyon as examples, and are well-prepared to deliver the replacement Bridge and track to SCRRRA and CalTrans standards within the FEMA funding time-frame.

Upon selection as the Construction Management Team, we are prepared to hit the ground running by applying solid work practices and lessons learned to the Sespe Creek Overflow Railroad Bridge Repair Project. We recognize the challenges that come with limited yearly access to the channel and the compressed construction schedule. These are challenges we are well-versed in meeting.

We start by completing a pre-construction assessment thoroughly reviewing the approved plans and specifications. In this process, we look for unclear direction and constructability issues. We are able to work closely with VCTC and the designer to coordinate contractor on-boarding.

Quality Control protocols are then established for the entire construction schedule. Our CM team will then develop a shadow construction schedule where long lead items are estimated, channel-impacted schedule items are estimated, and any potential issues are identified. We are extremely capable of not only identifying issues, but bringing tested solutions to the table in a proactive manner. In the LAUS Rail Yard Rehabilitation and Modernization Project (RY-RAMP), we identified special trackwork quality issues well ahead of the work windows, and engaged the vendor to correct before they were installed.

Based on the predicted schedule, our top notch inspectors and construction managers will diligently monitor construction progress and standards compliance through inspection reports, drone/time lapse imagery, solve any discrepancies in the field, and keep the contractor working to completion.

Finally, throughout the construction windows we will document any punch list items, and conduct a post construction inspection where we ensure that 100% of the work is completed to standard.

OUR COMMITMENT

RailPros commits that all members of our team are available for the project and have the expertise and experience as described. If there are any questions or the need for additional information, please feel free to contact Dan Davis at (562) 477-7071 (Dan.Davis@RailPros.com) or Dan Thompson at (619) 517-8714 or via email at Dan.Thompson@RailPros.com.

Sincerely,

RailPros, Inc.



Dan Thompson
Associate Vice President
Contract Manager



Dan Davis
Vice President
Primary Contact/Authorized Signatory



SIGNED ADDENDA ACKNOWLEDGMENT

- No addenda released for this RFP.
- RailPros acknowledges receipt of the Response to Questions and revised proposal schedule released 11/29/2023.






FIRM INFORMATION SUMMARY

Founded in 2000, RailPros provides a suite of transportation consulting services, specializing in construction management (CM), program and project management, and engineering and design for railroad authorities, cities, counties, and private developers. RailPros brings technical expertise, qualified staff, and proven flexible approaches and methodologies. Our CMs work directly with various rail agencies and stakeholders on a daily basis to expedite decisions, providing clients with unmatched responsiveness. Our railroad engineering exceeds many of the large firms in the area, who divide their focus between rail and non-rail related projects. Rail is the only market RailPros serves.

GENERAL FIRM INFORMATION

7.5.1 Firm Name, Address, Year Established	RailPros, Inc. Corporate: 1320 Greenway Drive, Suite 490; Irving, TX 75038 Local: 270 East Bonita Avenue, Suite B; Pomona, CA 91767 Year Established: 2000
7.5.2 DUNS Number	009975504
7.5.3 Ownership Type	Corporation (California)
7.5.4 Point of Contact	Dan Davis, Vice President 270 East Bonita Avenue, Suite B; Pomona, CA 91767 Phone: 714. 734.8765; Mobile: 562.477.7071
7.5.5 Former Firm Name(s)	N/A
7.5.6 Employee by Discipline: Project Team, Job Titles, Specialty Area, Licenses and/or Certifications	
NAME, JOB TITLE	SPECIALTY AREA, LICENSES AND/OR CERTIFICATIONS
Stephen Ng, PE - Construction Manager	Specialty: Construction Manager, Project Manager, Design Engineer, Track, Structures and Construction Inspector Licenses/Certifications: Registered Civil Engineer, CA #80588; SCRRRA Roadway Worker Protection Certificate, Transportation Worker Identification Credential, E-Rail Safe Certified, FRA 213 Qualified
Kyle Krzemien - Construction Manager	Specialty: Civil, Structure, Track Rehabilitation, Construction Inspection, Utility Coordination Licenses/Certifications: FRA 213.1 (a), (b), and (c) Certificates
Stephen Gora, PE - Lead Inspector	Specialty: Civil, Structure, Track Rehabilitation, Track Inspection Licenses/Certifications: Registered Construction Engineer – NV #028246
 Stephen Hill, PE - Structures Inspector/Lead	Specialty: Track, Bridge, Facilities, Structures Maintenance Inspector, Construction Manager Licenses/Certifications: Registered Civil Engineer, MN #15265; AREMA Bridge Inspection and Scour Seminar - Instructor
Luis Fuentes - Field Engineer II/Track Inspector	Specialty: Track and Field Construction Support, Flagman, Foreman, Operator Inspector Licenses/Certifications: FRA 213.7 A,B&C Qualified, FRA 213.119 CWR Qualified Class-A License, Swing Cab and Fixed Cab Crane License, All Metrolink Territory Qualified CPR/First Aid Certified, Hi-Rail Vehicle and Equipment Qualified
Daniel Thompson, EIT - Associate Vice President, Construction Management	Specialty: Construction Management Licenses/Certifications: Registered Engineer-In-Training, NY #079776; Commercial Unmanned Aircraft Systems (UAS) Certificate

GENERAL FIRM INFORMATION

Dan Davis - Vice President, Construction Management	Specialty: Construction Manager of Freight, and Commuter Railroad Projects, Tunnels, Bridges, Underground Excavations, Rail Yards, and Support Systems; Inspections
NAME, JOB TITLE	SPECIALTY AREA, LICENSES AND/OR CERTIFICATIONS
Janae Kuria, EIT - Office Engineer	Specialty: Office Engineer, Coordination/Review Pay Applications, Contractor Submittals and Logs, Tracking Budgets and Schedules, Training Materials for Bridges and Tracks, Bridge Inspections Audits Licenses/Certifications: Registered Engineer-In-Training CA #171567; E-Rail Safe System Badge, Metrolink Roadway Worker Protection Certificate; CPR/First Aid Certified
 Cody Festa, PLS - Land Surveyor	Specialty: Land Surveyor Construction Support, Flagman, Foreman, Operator Inspector Licenses/Certifications: Class A License, ROW Qualified, Metrolink Rules Qualified, FRA 213 and Territory Qualified (Valley, Ventura, River East, and West Bank, San Gabriel/Pasadena, and Orange/Olive Subdivisions), First-Aid, Adult CPR, Hazmat First Responder Level
 Nicole Greenberg - Environmental Permitting Lead	Specialty: Regulatory Permitting and Compliance, CEQA/NEPA Compliance, Coastal and Wetland Science, Regulated Waters/Wetlands Permitting
 Kolby Lundgren - Biological Resources Lead	Specialty: Biological Resources Assessment, Environmental Compliance CA Dept. of Fish and Wildlife: CNPS and Sensitive Species Survey Protocols for Rare and Endangered Plants, Special Status Species Surveys, Wetland Delineation, Vegetation and Sensitive Species Mapping Licenses/Certifications: Wetland Delineation Certification
Rita Bulsara, PE - Senior Program Manager	Specialty: FEMA and FRA/FTA Financial Assistance, Program Management, Project Manager Licenses/Certifications: Registered Professional Engineer: New Jersey and Florida
Nicole Clancy - Project Controls Specialist	Specialty: Project Controls, Coordination, and Administration, Scheduling

7.5.7 Litigation History

- RailPros v. Olsson et al – California defend trade secrets and breach of fiduciary duty litigation – pending
- RailPros v. EOI – Missouri collections-related litigation – settled
- Veloz v. RailPros – California discrimination claim – settled
- City of Lemon Grove v. RailPros et al – California contract dispute-related litigation – settled

7.6

ORGANIZATIONAL CHART OR PROPOSED TEAM

ORGANIZATIONAL CHART

The RailPros team has the knowledge and expertise to perform construction management services for this project. Our key personnel have worked seamlessly together on numerous bridge, structures, track, tie and ballast projects that have required new construction, rehabilitation or repair, delivering quality services for our railroad clients and stakeholders, such as VCTC, SCRRA, BNSF, UPRR, various Cities, coupled with FRA and CPUC using AREMA, Greenbook, City and Railroad Standards. The organization chart shown below illustrates the structure of our team. Our team includes two subcontractors, including one DBE firm that we consistently work with on SCRRA On-Call Engineering and Construction

Management Projects throughout the entire Metrolink Rail System. Our team will hit the ground running because our staff are the premier experts in railroad construction, CalTrans, SCRRA, and freight railroad standards and procedures. RailPros commits the availability of our designated key staff as well as a broad bench of support staff to deliver this project on time and within budget. Detailed resumes of our key personnel are located in Section 7.7, Attachment E.



DIRECTOR OF PLANNING AND SUSTAINABILITY
Amanda Fagan



CONSTRUCTION MANAGER/RESIDENT ENGINEER LEAD
Stephen Ng, PE

STRUCTURAL BRIDGE ADVISORS
Dan Davis
Julina Corona, PE

CONTRACT MANAGER
Dan Thompson

LEGEND

- 1 Railroad Surveyors & Engineers (RSE) - DBE
- 2 GHD

TRACK CONSTRUCTION MANAGER
UTILITY COORDINATION
Kyle Krzemien

GENERAL INSPECTION
STRUCTURES/TRACK
Stephen Gora, PE
Stephen Hill, PE ¹
Luis Fuentes

ENVIRONMENTAL PERMITTING LEAD
Nicole Greenberg ²
BIOLOGICAL RESOURCES LEAD
Kolby Lundgren ²

SURVEY OVERSIGHT
Cody Festa, PLS ¹
MATERIAL TESTING OVERSIGHT
Stephen Ng, PE

FEMA PUBLIC ASSISTANCE/COMMUNITY
OUTREACH
Rita Bulsara, PE

OFFICE ENGINEER
Janae Kuria, EIT
PROJECT CONTROLS/SCHEDULING
Nicole Clancy



Stephen Ng, PE
CONSTRUCTION MANAGER/RESIDENT ENGINEER LEAD

Our proposed Construction Manager/Resident Engineer Stephen Ng, has managed the rehabilitation, repair, and installation of new bridges and various structures for rail projects throughout Ventura, Los Angeles, San Bernardino and Orange Counties on the Metrolink rail system.

Stephen has over 15 years of experience working on and with various railroads, 12 of which are working closely with SCRRA and their standards. Stephen also has five years of experience working with Caltrans standards in a railroad setting on his various projects.

RESPONSIBILITIES: Stephen will lead the team through the bidding phase perform a constructability review on the Design documents, work with and manage the selected contractor during the procurement phase of the project. He will concentrate on fast tracking submittals to maintain schedule and manage the inspection team and work with the CM to close out the project.

Stephen has managed three bridge rehabilitation projects on the Metrolink rail system totalling 25 new and rehabilitated bridges.



Kyle Krzemien
TRACK CONSTRUCTION MANAGER

Kyle Krzemien is our proposed Construction Manager for the track portion of this project. He has 17 years of passenger and freight Class 1 railroad experience throughout Southern California. He is currently leading the Los Angeles Union Station (LAUS) Rehabilitation project for SCRRA, which consists of track and signal rehabilitation work.

Kyle also served as the Construction Manager for the High-Priority State of Good Repair Projects which consisted of the overall rehabilitation of all track-related facilities on the system including bridges, rail, ties, drainage, turnouts, road crossings, and station upgrades.

RESPONSIBILITIES: Kyle will provide oversight of the inspection team, track construction supervision, and lead the coordination efforts with the Santa Paula Branch Line Railroad lessee, Sierra Northern Railway. He will also provide utility coordination and support the stakeholders.

Kyle has worked with SCRRA as Construction Manager since 2018 and managed over 14 rehabilitation projects consisting of all track-related facilities. These projects have required Kyle to have extensive knowledge of the SCRRA, and Class 1 freight Railroad standards, procedures, and territory conditions.



Dan Thompson
CONTRACT MANAGER

Dan Thompson has over 23 years of high level, front line leadership, and 14 years of bridge and track construction, maintenance, project detailing, and scheduling. He has been heavily involved in railroad construction management operations including culverts, structures, bridges, curve rail, turnout, new track construction, signal and PTC validation since 2007.

numerous rail and transit projects throughout the entire Metrolink rail and transit system in Southern California.

Dan served as a Construction Manager for the Ventura Subdivision Bridge construction project and served as the Senior Project Manager overseeing construction of the Twin Creek and Santa Ana River bridges as part of the Redlands Passenger Rail Project.

Dan is the Contract Manager for the E746-20 CM-PM Engineering Contract for SCRRA. He has managed

RESPONSIBILITIES: In this capacity, Dan has managed and developed solid relationships with the DBE Subcontractors proposed for this project. This provides the team cohesion and project efficiency.

At UPRR, Dan has been part of bridge construction projects from Chicago, IL to Los Angeles, CA. In the aftermath of the Blue Cut fire in San Bernardino's Cajon Pass, he was responsible for the emergency reconstruction of a 195 ft. mainline railroad bridge.

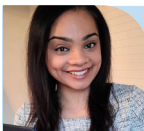
7.6



Stephen Gora, PE
LEAD INSPECTOR

Stephen Gora has 15 years of civil engineering experience with core competency in railroad infrastructure maintenance, management and construction, and regulatory and engineering design standard compliance.

Stephen has served as Construction Manager for several SCRRRA State of Good Repair projects since 2020. Stephen is a relentless problem solver with a proven track record of performance-driven leadership in engineering construction teams.



Rita Bulsara, PE
FEMA/FTA COORDINATION

Rita Bulsara is a licensed Civil Engineer Project/Program Manager with experience directing large-scale state, federal, and municipal projects. She is a team leader able to complete multiphase projects, from planning to oversight of cost, schedules, quality, information, team management, and contracts. She collaborates with clients, contractors, and government agencies to meet or exceed design, quality, timeline, and budget expectations.

As Senior Project Manager for New Jersey Transit, Rita effectively managed the scope, schedule, budget and

quality of capitol program projects, in increasing levels of responsibility, of the Super Storm Sandy Resilience Program. The program included funding from numerous sources - FEMA reimbursement with three tiers of FTA Emergency Relief Program and Competitive Resilience Projects funding, as well as insurance reimbursement that was subject to years of litigation. She also managed the technical reporting for over 20 projects within the Resilience Program.



Stephen Hill, PE
STRUCTURES IINSPECTOR/OVERSIGHT LEAD

Stephen Hill is a railroad engineering professional with over 40 years of experience working with Class 1 and commuter railroad agencies. Stephen specializes in bridge and facilities construction, track design, and track and structures maintenance and inspection throughout Southern California. Stephen has directed and managed the design, construction, and maintenance of major

railroad facilities and is familiar with railroad design standards and specifications, and Federal and State guidelines and codes from UPRR, BNSF, PCJPB, SCRRRA, FRA, CPUC, and AREMA. He also has extensive experience in providing railroad and bridge inspection requirements training as well as roadway worker protection training.



Nicole Greenberg
ENVIRONMENTAL PERMITTING LEAD

Nicole Greenberg is an environmental permitting and impact assessment professional with a concentration in land use planning and coastal resource management. Nicole identifies permit strategy, facilitates the environmental regulatory process for clients, and coordinates their needs with agencies, utilities, and municipalities.

Nicole addresses permitting requirements for public works infrastructure, coastal development, and energy sector projects. Nicole's areas of expertise include CEQA/ National Environmental Policy Act (NEPA) compliance, coastal planning, and regulated waters/wetlands permitting.





Kolby Lundgren
BIOLOGICAL RESOURCES LEAD



Kolby Lundgren is a botanist with over seven years of diverse environmental compliance work with non-profits, private industry, and state regulatory agencies. Her expertise is focused on state and federally compliant special status species surveys and habitat assessments of upslope and in-stream environments. She has experience in delineating wetlands and other waters of the United States according to USACE protocols. She has experience in environmental permitting, including Regional Water Quality Control Board and USACE 401/404 water quality certifications.

Kolby has developed compensatory habitat maintenance and monitoring plans and has worked through all stages of project development, including planning and executing on-the-ground surveys, drafting and overseeing long-term monitoring contracts, consulting with state and federal agencies on biological studies to secure permits for projects, developing mitigations, and drafting budgets for the scope of work proposed.

SUB-CONTRACTOR TEAM

To complement our RailPros team members, we have included two sub-contractors to provide surveying and environmental compliance services. Railroad Surveyors & Engineers (RSE) is a Disadvantaged Business Enterprise (DBE) certified firm included on our E745-20 On-Call Engineering Design Services Contract and E746-20 On-Call CM-PM Engineering Staff Assistance Services Contract with SCRRA. We have worked with RSE since 2016 and they are knowledgeable with SCRRA Standards, Processes, and Procedures.

Railroad Surveyors & Engineers | DBE



Incorporated in 2001, [RSE Corporation \(RSE\)](#), is a certified DBE/SBE California-based Corporation with presence in the Southern California and San Francisco Bay Area transportation markets. Over the last 20 years, RSE has built a staff of over 70 surveying and engineering professionals dedicated to solving complex engineering challenges on transportation infrastructure improvements throughout California. RSE provides a full range of professional services including surveying, mapping, right-of-way engineering, rail/roadway design, and construction staking to transportation clients in the public sector.

GHD



GHD is one of the world's leading professional services companies operating in the global markets of transportation, water, energy & resources, environment, and property and buildings. Established in 1928 and employee owned, GHD operates on five continents – North and South America, Australia, Europe, Asia, and the Pacific region. GHD employs nearly 11,000 people in 200+ offices across the globe with more than 500 team members based in California. GHD has environmentally cleared and permitted over 150 miles of capital improvements in railroad corridors on more than 30 projects in California over the last 10 years, and recently completed the hydraulics analysis and scour design for the Sespe Creek Overflow Railroad Bridge during the final design phase. Their key personnel have extensive experience in railroad corridors within the realm of CEQA compliance, biological resources monitoring, and environmental permitting.

7.7



EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Registered Civil Engineer, CA #80588

CERTIFICATIONS

Southern California Regional Rail Authority (SCRRA) Roadway Worker Protection

Transportation Worker Identification Credential

E-Rail Safe Certified

FRA 213.1 (a), (b), and (c) Qualifications

STEPHEN NG, PE

Construction Manager/Resident Engineer

SUMMARY OF QUALIFICATIONS

Mr. Stephen Ng is experienced as a Construction Manager, Resident Engineer, Track and Structures and Construction Inspector, and Project Manager. He is well-versed in Primavera Project Management, Visual Basic, and Microsoft Office programs. He performs constructability reviews with a viewpoint from the railroad; thus, his participation in various rail transit projects in California expands his knowledge and experience in the rail industry. Stephen has 15 years of experience in the rail industry with both track and structures projects on behalf of Metrolink and other city agencies. He has a wealth of knowledge in project controls, processing monthly pay applications, change management, coordination and inspections.

PROJECT EXPERIENCE

Vista Canyon Multi-Modal Center, City of Santa Clarita, CA (Construction Manager/Resident Engineer, 2019 – 2023)

New pedestrian access underpass - New double track - the project extended and paralleled an existing siding for the center platform station location. The existing CP Humphreys control point was moved approximately 3/10 mile up mile post over a new track bridge to accommodate the extended siding track. Track speeds were increased and new concrete ties were installed for the new siding track as part of the project.

Relocation of an existing Metrolink Control Point House - Numerous storm drains-platform drainage and track drainage were installed and connected to the city's new infiltration facility. Storm drains were installed to capture site runoff and divert water away from the station.

Soldier piles for temporary railroad shoring - Culvert extensions and installations-multiple existing culverts were extended under the double track and two Jack and bore culverts were installed under live track. Additionally, two new culverts were installed with Caltrans standard center manholes and SCRRA standard headwalls with cable railing.

172 soil nails, eight CIDH pile supporting a transition wall, and Caltrans standard retaining walls - a large soil nail wall was installed to support excavation in the location of the new second track. Three levels of nails were installed and tested, then a reinforced shotcrete wall was installed to support the decorative stone veneer. On either side of the soil nail wall were the CIDH CIP transition wall, Caltrans standard retaining wall and modified Caltrans CMU wall founded on 65 15' deep CIDH Piles acting as a sound wall. The entire length of these four different types of walls act to reduce sound from the neighboring community and support a hill side.

New train bridge founded on 24 55' CIDH piles with pile cap for a second track- CIDH piles were drilled and encountered water, Sandy soils, boulders and other unknowns, but successfully installed and tested with gamma-gamma. Large abutments and return walls were installed with architectural treatment and supported SCRRA standard, precast, prestressed slab span bridges with an HMA overlay.



Stephen is the Construction Manager and Resident Engineer for the \$23M center platform train station. The project included the following features:

- New pedestrian access underpass
- Temporary railroad loaded shoring
- Realigned and extended siding track
- Relocation of existing Metrolink Control Point Humphreys
- Numerous storm drains
- Soldier piles for temporary railroad shoring
- Culvert extensions and installations
- Soil nail wall, transition wall founded on CIDH piles and Caltrans standard retaining walls
- Sound walls founded on 65 15' deep CIDH piles
- New precast-prestressed, single track train bridge founded on 24 wet drilled 55' deep CIDH piles with pile caps for a second track.

The project includes coordination with Metrolink, the City of Santa Clarita, Sprint, Santa Clarita Valley Water Agency, and a private developer who owns the adjacent property. Stephen holds weekly construction meetings, reviews RFIs and contractor submittals, processes changes, reviews the contractor's monthly pay applications, schedules SWPPP and deputy inspections, and periodically reviews the contractors' work.

Track Rehabilitation Staff Augmentation, Southern California Regional Rail Authority (SCRRA/Metrolink), Pomona, CA (Project Manager/Construction Manager/Resident Engineer, 2017 - 2020)

Stephen assisted the Metrolink Track and Structures Rehabilitation group in the Pomona MOC office. He attended bid openings for track rehabilitation JOCs and analyzed bids for multiple JOCs related to track and tie rehabilitation High Priority State of Good Repair projects. He wrote CTOs for existing track support service contracts and developed the RFP for the manufacture and delivery of rail for the Metrolink System. Stephen is the primary author of the High Priority State of Good Repair (SOGR) Project Management Plan and understands the SOGR project's need from an individual project level to the JOC Contractor level through the program level. Additionally, he attended weekly engineering construction meetings and track window scheduling meetings with both the dispatch and operations group and Metrolink's maintenance contractor. Stephen has worked closely with the PMO group to understand the SOGR projects' schedules and develop a Track Window calendar for the use of dispatch and operations planning group.

Through this contract, Stephen also acted as Resident Engineer for two separate bridge replacement projects. The first of which he replaced aging timber bridge structures on two separate subdivision lines with RCBs, slab spans, and precast box girder bridges in 2018. Two bridges were in Ventura county, while the other two were in Orange County. The two single track bridges in Ventura were less than a quarter mile apart and replaced in one weekend with RCB's, slurry and precast wing walls. The other bridges in Orange County were separated by 20 track miles and replaced ahead of schedule over two weekends. The bridge at MP 179.9 was a single track, timber structure and pulled in a single lift, then replaced with two precast box girder bridges. The second bridge at MP 199.5 was an old double track bridge and replaced with four precast, prestressed slab span bridges. Deck plates and HMA were installed prior to handing back to the track crew.

The second project completed in 2019, is the Rail Top Bridge replacement project, which replaced 19 out-of-date rail top bridge structures with a combination of RCBs, precast-prestressed concrete slab spans, and CMPs. The project spanned 3 subdivisions and required deep coordination with the operations group due to requiring multiple night windows, a single limited work window, and five Absolute weekend work windows to complete the work. Multiple bridges required vertical I-beams encased in lean concrete supporting precast wing walls and CMPs, while others utilized slab span bridges with vibration dampening mats protecting the bridge decks due to the designed thin ballast section. The project was completed ahead of schedule and under budget.

7.7



EDUCATION

BS, Mechanical Engineering,
Michigan State University

CERTIFICATIONS

FRA 213.1 (a), (b), and (c)
Qualifications

KYLE KRZEMIEN

Track Construction Manager/Utility Coordination

SUMMARY OF QUALIFICATIONS

Mr. Kyle Krzemien has 17 years of Passenger and Class 1 Railroad experience as Construction Manager, Director of Track Maintenance, Project Manager, and Track Maintenance Manager. Kyle managed an annual capital infrastructure and rehab budget of \$50 - \$100 million while working with Union Pacific Railroad (UPRR). He is excellent at scheduling projects while driving productivity, efficiency, and cost savings. Kyle possesses excellent problem solving and decision making skills, coupled with verbal and written communication skills. He is experienced in delivering capital and maintenance projects through close coordination with system gangs, municipalities, and contractors. He was the Project Manager of UPRR's Colton Terminal rehabilitation project and was involved with the planning and delivery of two phases of the project.

PROJECT EXPERIENCE

High-Priority State of Good Repair Projects, Southern California Regional Rail Authority (SCRRA), Los Angeles, CA (Construction Manager, 2019 – 2022; \$10 – \$25M annually)

Kyle served as a Construction Manager for this rehabilitation program. The program consisted of overall rehabilitation to all track-related facilities on the system including rail, turnouts, ties, undercutting, drainage, road crossings, bridges, and station upgrades. Kyle was instrumental in the successful delivery of the FY19 projects carried out by two contractors. Kyle planned the FY 20 projects and developed the bid lists for the Job Order Contracts (JOC) and is led the special trackwork procurement to deliver future rehab projects. As the Construction Manager, Kyle was responsible for conducting constructibility reviews of design documents, managing construction projects in the field, and checking project work for adherence to Metrolink; FRA; CPUC; and contract documents/ standards. As the owner's representative, he consistently protects Metrolink's interests and manages cost, schedule, and quality of work, dealing directly with the contractors, third parties, and Metrolink staff. Safety adherence and minimizing impacts to operations are top priorities.

Los Angeles Union Station (LAUS) Rehab Project, SCRRA, Los Angeles, CA (Construction Manager, 2018 – Ongoing; \$67M)

Kyle is currently the Construction Manager on this critical rehab project, part of Metrolink's most vital hub. The project totals over \$67 million and consists of both track and signal rehabilitation work. The current scope of work includes the upgrade of all turnouts at CP Mission to concrete turnouts; the replacement of the rail on the five leads leading into CP Terminal; the rehabilitation of all the turnouts in CP Terminal; and the upgrade of the remaining aging platform tracks to concrete tie and from 115# to 136# rail. This project involves close coordination with the Los Angeles County Metropolitan Transportation Authority (LA Metro) and Amtrak for funding and scheduling. The complex phasing plan was developed to allow for service to LAUS to continue with minimal interruption. Kyle led the development of the contract docs and specifications for the track construction contract for this project. Kyle leads the critical coordination necessary to facilitate construction in this ongoing project. Kyle supervised the most critical portion of this project through the complete replacement of 13 turnouts at CP Mission which included 3 double slip concrete turnouts. These turnouts were replaced over eight absolute work windows under live traffic without a single train schedule delay. All track construction has been completed with the final signal cut-over scheduled for completion in Q4, 2023.



Construction Manager, SCRRRA, Southern California (2019 - 2020; \$10 - \$25M annually)

As Construction Manager, Kyle advised Metrolink on their State of Good Repair (SOGR) projects using rail and tie assessment data and field visits for rail, tie, turnout, and road crossings, and assisted with detailing the scope of work for these projects. Kyle attended meetings to coordinate the work with the operations department and the construction contractors. He also served as the track lead for the LAUS Rehab and modernization project and contributed to the creation of Metrolink's Track Maintenance Manual, including their updated CWR procedures, and contributed to the MRP implementation plan. Kyle developed the bid list and specification sections for construction contracts used for the State of Good Repair projects. These projects have required him to have extensive knowledge of the SCRRRA standards, procedures, and territory conditions.

Director of Track Maintenance (DTM), Sunset Service Unit, Union Pacific Railroad (UPRR), Western United States (2012 - 2018; \$50 - \$100M annual capital infrastructure budget)

Kyle directed a team of approximately 160 BMW employees and 10 managers to carry out the track maintenance, inspection, and capital improvement of over 2,000 mainline track miles across Arizona, New Mexico, and the western part of Texas, plus associated yard and industry tracks. He achieved three years injury-free and one million man hours injury-free, both in the summer of 2018. He developed two project managers and made sure efficient management of a \$50 - \$100 million yearly capital infrastructure program across the service unit. His efforts reduced track caused derailments from nine in 2016 to only five in 2018. Kyle also managed a \$2 million monthly budget and consistently produced results below the monthly operating budget through efficient manpower management and minimization of overtime expenses.

Director of Track Maintenance, Pocatello Service Unit, UPRR, Western United States (2016 - 2017; \$50 - \$100M annual capital infrastructure budget)

Kyle directed a team of approximately 80 BMW employees and four managers to carry out the track maintenance, inspection, and capital improvement of almost 1,000 mainline miles across Idaho, Montana, and Wyoming, plus associated yard and industry tracks.

Director of Track Maintenance, Portland Service Unit, UPRR, Western United States (2016; \$50 - \$100M annual capital infrastructure budget)

Kyle directed a team of approximately 200 BMW employees and nine managers to carry out the track maintenance, inspection, and capital improvement of almost 2,000 mainline miles across Oregon, Washington, and Idaho, plus associated yard and industry tracks.

Manager Track Projects, Los Angeles Service Unit, UPRR, Los Angeles, CA (2013 - 2016; \$50 - \$100M annual capital infrastructure budget)

Kyle assisted the DTM in managing the service unit, consisting of approximately 160 BMW employees and nine managers. He identified and prioritized capital projects based on data and risk across the entire service unit. He also planned and executed capital projects cross-functionally with system gangs, extra gangs, municipalities, contractors, and train operations. He developed three ARASA supervisors into managers.

West Colton Yard Rehabilitation, Phase 2-3, UPRR, Los Angeles, CA (Project Manager, 2013 - 2015; \$10 - \$25M annually)

As Project Manager for 21 months, Kyle oversaw the complete replacement of 10.2 miles of yard track in the departure yard, including three critical leads that were upgraded from wood tie track to concrete tie track. The project also included five crossings; 26 turnouts; and paving around all tracks. He managed the planning; scheduling; budget; and delivery of Phase 2 and 3 of the project.

Manager Track Maintenance, UPRR, City of Industry, CA (2008 - 2013; \$15M annual operating budget)

Kyle managed a team of approximately 25 maintenance of way employees to facilitate the inspection and maintenance of 120 mainline track miles between Los Angeles and Riverside, CA. He achieved a safety record of over 2,500 days without an injury and reduced track-caused derailments on the yard and industry tracks from 14 in 2008 to zero in 2013.

7.7



EDUCATION

BS, Civil Engineering, United States Military Academy at West Point

LICENSES

Registered Engineer-In-Training, NY #079776

CERTIFICATES

Commercial Unmanned Aircraft Systems (UAS) Certificate

DANIEL THOMPSON

Contract Manager

SUMMARY OF QUALIFICATIONS

Dan Thompson has over 23 years of high level, front line leadership, and 14 years of bridge and track construction, maintenance, project detailing, and scheduling. He has been heavily involved in railroad construction management operations including culverts, structures, bridges, curve rail, turnout, new track construction, signal and PTC validation since 2007. Additionally, Dan has been on the front lines of drone operations in railroad construction since 2017. Dan has also demonstrated strengths in recognizing, identifying, and implementing solutions to complex problems. During seven years as a U.S. Army Captain, Dan served in combat leadership positions during two tours in Operation Iraqi Freedom, and one tour in the Republic of South Korea. It was there that he honed his sound decision-making skills. He has built upon that skill set through 10 years of Class 1 railroad leadership, including five years as a Track Director. For the last six years, Dan has excelled as a senior construction manager in public transit railroad construction.

PROJECT EXPERIENCE

SCRRA State of Good Repair Various Projects, Southern California (Construction Manager)

Dan served as Construction Manager for over 20 major track outages supporting SCRRA's State of Good Repair Capital program. He has managed various projects including CP 9th Street switch replacement, CP Woodford Turnout project, railtop bridge replacement throughout the SCRRA system, Orange Subdivision rail and tie replacement, Valley subdivision rail and tie replacement, and Ventura sub road crossing project.

System-wide Rail Lubrication and Capital Rail Study Project, Southern California Regional Rail Authority (SCRRA), Southern California (Construction Manager)

Dan recently served as the Contract Task Lead to facilitate a rail lubrication study based upon SCRRA's curve rail and lubrication network. Following the study, Dan will evaluate, implement, and supervise installation of new lubrication assets. Dan completed the system-wide review of the entire SCRRA lubricator and curve network, has worked with Herzog lubricator maintenance personnel, and industry lubrication vendors to create a multi-year capital and maintenance plan, and is poised to replace 14 obsolete units in 2023.

Turnout Standards Review and Update Project, SCRRA, Southern California (Construction Manager)

Dan completed this task order to write a white paper for SCRRA which reviewed current SCRRA turnout standards, compare them to UPRR / BNSF common standards, and recommend changes based on procurement schedules, geometry performance, and capital and maintenance costs. Dan's efforts have enable SCRRA to save up to 60% on procurement and up to 25% on future turnout replacement costs.



LOSSAN PMC Oversight of UPRR Santa Barbara Subdivision Program for Infrastructure Enhancement Project, Santa Barbara California (Construction Manager)

Dan served as Construction Manager providing oversight of the construction of the Los Alamos Creek Bridge at Narlon on the UPRR Santa Barbara subdivision. This project replaced the 720-foot long open deck bridge built in 1896, ensuring the safety of numerous daily Amtrak and Metrolink trains in a highly sensitive location within Vandenberg Air Force Base..

Redlands Passenger Rail Project (RPRP), San Bernardino County Transportation Authority (SBCTA), San Bernardino, CA (Senior Project Manager)

Dan served as Senior Construction Manager for the Redlands Passenger Rail Project (RPRP), a \$368 million, nine-mile, progressive regional passenger transportation project between the San Bernardino Transit Center and the University of Redlands. The RPRP encompasses construction and restoration of a 9-mile corridor including track work, signals, communications, three new bridge replacements, one bridge reconstruction, multiple culverts and channel drainage improvements, and four new passenger stations.

Dan was instrumental in managing the mainline portion of the construction project, utilization of drones, and early utility relocation. He spearheaded the RPRP Early Utility project, enabling the relocation of all wet utilities in San Bernardino and Loma Linda prior to the start of Mainline construction. Due to unforeseen conditions in several water and sewer lines, Dan negotiated an amendment to the San Bernardino County Municipal Water Department, which increased their project share and minimized cost to SBCTA.

Dan led the pre-construction services including IFB development, ROW acquisition certification, bidder question period analysis, IFB addendum issuance, bid evaluation, shadow schedule development, and contract issuance.

Prior to Mainline construction, Dan personally negotiated a contract between SBCTA, BNSF, and Reagent Chemical (Customer on the Redlands Branch) to extend standard construction work windows on the RPRP from two to three weeks, saving SBCTA \$400,000 in the Mainline Bid.

During Mainline construction, Dan was actively involved in achieving a 10-week work window for the contractor to complete the Santa Ana River Bridge, which was the most challenging aspect of the entire mainline project due to Federal and State environmental constraints.

Dan worked with various Federal, State, and local agencies to expedite environmental permitting for the Twin Creek bridge including a categorical exclusion to free up most of the work ahead of schedule.

He utilized drone technology by filming pre-construction and tri-monthly construction updates with an Unmanned Aerial Vehicle. This provided all bidders with a state-of-the-art visual of pre-bid conditions, additional documentation for claims avoidance, quarterly updates to the FTA, and other stakeholders.

Union Pacific Railroad (UPRR), Los Angeles Service Unit, Los Angeles, CA (Director of Track Maintenance)

Dan was responsible for the detailing, planning, and safe execution of over \$180 million in capital improvement work in the Greater Los Angeles area from February 2015 through February 2018. He directly supervised the personal safety of over 160 BMW employees and 14 managers, having zero injuries and zero track authority violations or on-track collisions during a one-year period. He was also responsible for track maintenance and network service availability over 1,500 track miles of mainline territory, including Metrolink and Amtrak routes, two intermodal yards, one auto facility, and one network hump yard. This included 460 miles of Intermodal, Automotive, and System yard miles along with over 1,000 miles of Industrial track. Dan managed culvert inspections and bridge inspections across the entire Los Angeles Service Unit. He was part of the first responders' team that handled major emergencies such as derailments, mudslides, sinkholes, washouts, and track stability issues. Dan was responsible for the complete restoration of a 250' Union Pacific bridge after the "Blue Cut Fire" in the Cajon pass destroyed it. This reconstruction was completed over 5 days restoring service to a major main line freight route. Dan also reduced unit costs of projects by identifying and eliminating waste and properly utilizing the resources available.

7.7



EDUCATION

MBA, University of St. Thomas,
St. Paul, MN

BS, Civil Engineering, University
of Kansas, Lawrence, KS

BA, History, University of
Kansas, Lawrence, KS

CERTIFICATIONS

Registered Civil Engineer, MN
#15265

STEPHEN HILL, PE LEAD STRUCTURES INSPECTOR



SUMMARY OF QUALIFICATIONS

Stephen Hill is a railroad engineering professional with over 40 years of experience in railroad track design; track, bridge and facilities construction; and track and structures maintenance and inspection. As a former employee of Class I and commuter Railroads, he has held various key field and office positions for Union Pacific Railroad, Illinois Central Gulf Railroad, Canadian Pacific Railway, Caltrain, and Iowa Pacific Holdings, including Surveyor, Project Engineer, Assistant Division Manager of Engineering, Manager of Structures, Chief Engineer. Stephen has directed and managed the design, construction, and maintenance of major railroad facilities and is familiar with railroad design standards & specifications, and Federal & State guidelines and codes from UPRR, BNSF, PCJPB, SCRRRA, FRA, CPUC, and AREMA. He also has extensive experience in providing railroad and bridge inspection requirements training as well as roadway worker protection training. Stephen Hill is currently leading RSE's field services for field inspection of railroad track and structures.

PROJECT EXPERIENCE

Metrolink Bridge Management Services, Los Angeles, CA. Lead Bridge Inspector for this project to provide Bridge Management Services. As part of a team, RSE developed a Bridge Management Database Program that includes Bridge & Tunnel Safety Policy – FRA Part 237 Compliance; Inspection & Condition Assessment (bridge, tunnel, culvert); Asset Management Functionality Needs; FTA - State of Good Repair; BNSF and UPRR Requirements; and Inventory (bridge, tunnel, culvert).

Metrolink Bridge Inspection and Rating, Los Angeles, CA. Lead Bridge Inspector for the inspection of various railroad bridges for the San Gabriel, Antelope Valley, and Orange Subdivisions. Provided support for the structural analysis to determine the bridge load ratings. Performed audit of existing bridge inspection reports to ensure compliance with FRA Part 237, Bridge Safety Standards.

eBART Bridge Management Program, Contra Costa County, CA. Lead Bridge Inspector for inspection of the bridges and implementation of a Bridge Management Program (BMP). The purpose of the BMP is to prevent the deterioration of railroad bridges by preserving their capability to safely carry the traffic to be operated over them, and reduce the risk of human casualties, environmental damage, and disruption to the Nation's railroad transportation system that would result from a catastrophic bridge failure. Stephen also provided bridge inspection training to agency staff.

SCRRRA, Metrolink Track Maintenance Manual. Track Maintenance Specialist assisted Metrolink with providing specialized support services to develop a new Track Maintenance Manual (TMM) to replace their existing Track Maintenance and Engineering Instructions (TMEI). The new TMM will provide information on track maintenance, track rehabilitation, and new construction on operating railroad lines generally between 12 and 54 hour durations.



LA Metro Facilities Condition Assessment, Southern California. Bridge/Track Inspector providing inspection support for conducting facilities condition assessments. This information will provide Metro with improved capabilities to maintain a State of Good Repair (SGR) and provide information to fully respond to the Federal Transit Administration's (FTA) Final TAM regulation requirements to report to the National Transit Database (NTD) on asset inventories, conditions, performance and prioritization of SGR projects to renew existing assets.

Chief Engineer, Caltrain Capital Projects and Maintenance Programs. As Chief Engineer, provided direct oversight of Caltrain's capital projects and maintenance programs:

- Managed field inspections to ensure compliance with FRA safety regulations and CPUC safety requirements.
- Managed the maintenance and upgrade programs for track and structural rehabilitations, station improvements, grade crossing safety improvements, and grade separation projects.
- Provided updates and delivered annual training program guidelines to contract operator and general contractor forces on agency's Standard Practices for Track Maintenance and Construction
- Oversaw agency compliance with new federal regulations including Track, Grade Crossing, and Bridge Safety Standards,
- Implemented "On-Track Safety Rules" for in-house track, bridge, and signal forces
- Director Construction for Caltrain's implementation of the Baby Bullet (Express) Service including upgrades of CTC signaling, new track infrastructure, and new station facilities
- Responsible for directing and administering contract operator's (Amtrak) maintenance and construction work for tracks, stations, and structures with annual budget of \$13 million
- Completed \$120 million upgrade of property to all CTC signaling, new track structure, and other new facilities

Iowa Pacific Holdings. Vice President of Engineering and Chief Engineer responsible for engineering oversight for ten US properties and two UK properties. Prepared plans and recommendations for state funded projects, ensure compliance with FRA regulations for track and structures, and provided bridge inspection and repair recommendations. Also responsible for providing inspection requirements training to track forces and Roadway Worker Protection training to 3rd party individuals.

Railroad Bridge Inspection. Inspector

- Performing field inspection for over 100 railroad bridges nationwide annually
- Overseeing railroad bridge records on design criteria and maintenance records
- Supervising field and office engineering personnel in data collection for railroad bridge rating, bridge component repair and rehabilitation, and scouring monitoring
- Outlining requirements for updating railroad database for RSE's in-house RAMS

AREMA and FRA. Instructor of Railroad Bridge Inspection

- Preparing railroad bridge inspection training class materials based on AREMA and FRA criteria and requirements
- Conducting hands-on railroad bridge inspection training to railroad personnel, consultants, and design professionals
- Drafting criteria and standards for structural calculations and railroad Cooper E load rating

Caltrain. Chief Engineer Track & Structure responsible for engineering oversight of capital projects and maintenance programs. Other responsibilities included:

- Plan/coordinate/execute maintenance and upgrade program for public and heavy rail commuter agency
- Managing and coordinating capital projects for tracks, stations, and structures
- Overseeing inspections to ensure compliance with FRA safety regulations
- Update and deliver annual training to all contract operator and general contractor forces on agency's Standard Practices for Track Maintenance and Construction
- Ensure agency compliance with new federal regulations such as Bridge Safety Standards
- Responsible for directing and administering contract operator's (Amtrak) maintenance and construction work for tracks, stations, and structures with annual budget of \$13 million
- Completed \$120 million upgrade of property to all CTC signaling, new track structure, and other new facilities

7.7



EDUCATION

MS, Environmental Studies,
College of Charleston,
Charleston, SC

BS, Marine and Environmental
Biology and Policy, Monmouth
University, West Long Branch,
NJ

NICOLE GREENBERG

ENVIRONMENTAL PERMITTING LEAD



SUMMARY OF QUALIFICATIONS

Nicole Greenberg is an environmental permitting and impact assessment professional with a concentration in land use planning and coastal resource management. Nicole identifies permit strategy, facilitates the environmental regulatory process for clients, and coordinates their needs with agencies, utilities, and municipalities. Nicole addresses permitting requirements for public works infrastructure, coastal development, and energy sector projects. Nicole's areas of expertise include CEQA/NEPA compliance, coastal planning, and regulated waters/wetlands permitting.

PROJECT EXPERIENCE

Carlsbad Beach Access Repair Project | Coastal Permitting/Compliance Lead City of Carlsbad Public Works | Carlsbad, CA

Serving as Coastal Permitting and Compliance Lead and manages the draft Initial Study/Mitigated Negative Declaration (IS/MND) document for this beach access repair Project. Also provides support for the Coastal Development Permit and technical reports. The Project involves the expansion of sidewalk seaward along Carlsbad Boulevard to provide improved public access and address necessary structural repairs to existing beach access routes. Responsible for tracking project deadlines to facilitate the timely submittal of permits, CEQA documents and reports to state agencies and the public.

Oceanside Fishing Pier and Non-Motorized Launch Project Permitting | Technical Lead | City of Oceanside | Oceanside, CA

Serving as a Permitting Lead for this fishing pier replacement and non-motorized kayak and paddle board launch installation project. Involvement includes preparation and submittal of the following: U.S. Army Corps of Engineers Individual Section 10 and 404 Permit; and Regional Water Quality Control Board Section 401 of the Clean Water Act Water Quality Certification for impacts to regulated waters. Nicole is responsible for drafting the IS/MND document for the proposed project and coordination with local, state, and federal agencies.

Hermosa Beach Pier Repair Project | Coastal Permitting Specialist | City of Hermosa Beach Public Works | Hermosa Beach, CA

Provides permitting and technical support for this pier repair Project. Efforts include preparing, submitting, and obtaining the following items to address necessary structural repairs/deficiencies and electrical upgrades to the Hermosa Beach Pier; Coastal Development Permit issued by the California Coastal Commission, Nationwide 3 Permit issued by the US Army Corps of Engineers, and a Section 401 Water Quality Certification from the Regional Water Quality Control Board.

Santa Maria Refinery Demolition and Remediation* | Coastal Permitting Specialist | Phillips 66 | Arroyo Grande, CA

Provided technical and regulatory support to facilitate demolition and remediation efforts at a crude oil refinery in the coastal zone. Project work included regulatory strategy to prepare and submit a Coastal Development Permit, Project Description document, and CEQA Initial Study Checklist for agency review and approval. Coordinated client needs with government agencies regularly and managed agency notification requirements and tracked permit and project planning timelines.



Jurupa Community Services District Recycled Water Program Segment 1 Pipeline Permitting Lead | Jurupa Community Services District | Eastvale and Chino, CA

Provided permitting and regulatory support for this water conveyance line expansion project. The project consisted of permitting the construction of a non-potable water conveyance pipeline beneath San Bernardino County Flood Control District right of way via horizontal directional drilling. Nicole's efforts included completing the US Army Corps of Engineers Section 408 Technical Submittal Checklist to permit the pipeline crossing beneath Cucamonga Creek, a concrete-lined channel in two locations.

Doheny Ocean Desalination Project | Permitting Lead | South Coast Water District | Laguna Beach, CA

Provides technical permitting support for this proposed desalination project in south Orange County, California. The project involves the construction and operation of a new desalination plant. Role includes coordination with the City of Dana Point building and planning departments, addressing permitting requirements (both construction and operation) for the proposed desalination plant build and related water conveyance line crossings of Caltrans and Amtrak right of way.

Highway 111 Corridor Specific Plan | CEQA Lead | City of La Quinta | La Quinta, CA

Serving as CEQA Lead and manages the Draft IS/MND document for this highway corridor improvement project. The City of La Quinta is preparing a Specific Plan and form-based code to facilitate the establishment of Highway 111 as a vibrant mixed-use corridor to guide the orderly development and redevelopment of local infrastructure, businesses, and housing. Responsible for tracking project deliverables, client and project manager coordination, and task delegation to deliver the IS/MND document on time and on budget.

Camp San Luis Obispo Vehicular Bridge 3 Replacement Project | Mechanical Lead | California Military Department San Luis Obispo, CA

Manages the Draft IS/MND document to support CEQA requirements for this vehicular bridge replacement project. Project support includes section writing, address comment responses, and client coordination to track project milestones in accordance with CEQA guidelines. Additional responsibilities include budget tracking, team calibration meetings, and manage client deliverables.

Routine Line Clearing Vegetation Management Program* | Environmental Review Team Lead | Southern California Edison | California

Managed the technical and quality review process for pre-work environmental surveys. The project consisted of conducting environmental desktop reviews using on-line state and federal databases and ArcGIS data to examine biological concerns (i.e., endangered, and threatened species), potential impacts to water resources (i.e., jurisdictional waters) and provide environmental clearance to tree crews prior to routine line clearing practices for transmission and distribution systems. Managed desktop reviewers, delegated tasks, created guidance documents, and lead weekly calls/training sessions for the environmental desktop review team. Responsible for managing and executing urgent special work requests from Southern California Edison and tree crew contractors (i.e., expedited reviews for hazard trees). Additionally, provided support on client calls, environmental permitting on federal lands, and oversaw team workflow to ensure project goals were met on time and on budget.

Trans-Pacific Telecommunications Cable Hub* | Permitting Specialist | SubCom | Los Angeles, CA

Provided regulatory support under CEQA to permit the installation and landing of two armored subterranean fiber optic cables in conduit (Pacific Light Cable Network (PLCN) and Curie Cables for buyers Google and Facebook) at Dockweiler Beach State Park. Prepared and submitted a Local Coastal Development Permit to the City of Los Angeles (Lead Agency) and Right of Entry Permits to Los Angeles County and California State Parks and Recreation Commission. Nicole coordinated directly with the US Army Corps of Engineers and National Oceanic and Atmospheric Administration (NOAA) Fisheries regularly to provide agencies with project status updates and to fulfill regulatory and construction notification requirements under the project's Nationwide 12 Permit. Coordinated with the NOAA Fisheries-qualified biologists aboard the cable laying vessel to report daily marine mammal observation to NOAA Fisheries. Efforts also included preparation and submittal of a Mitigation and Monitoring Report, which was a requirement under the Project's Environmental Impact Report, pursuant to Section 15097 of the State CEQA Guidelines.

* Work performed while at another firm

7.7



EDUCATION

BS, Botany, California State Polytechnic University - Humboldt, Arcata, CA

Wetland Delineation Certification, Wetland Training Institute, Sacramento, CA

AFFILIATIONS

California Native Plant Society, North Coast Chapter

Northern California Botanists

California Women in Timber, North Coast Chapter

KOLBY LUNDGREN

BIOLOGICAL RESOURCES LEAD



SUMMARY OF QUALIFICATIONS

Kolby Lundgren is a botanist with over seven years of diverse environmental compliance work with non-profits, private industry, and state regulatory agencies. Her expertise is focused on state and federally compliant special status species surveys and habitat assessments of upslope and in-stream environments. She has experience in delineating wetlands and other waters of the United States according to USACE protocols. She has experience in environmental permitting, including Regional Water Quality Control Board and USACE 401/404 water quality certifications. Kolby has developed compensatory habitat maintenance and monitoring plans and has worked through all stages of project development, including planning and executing on-the-ground surveys, drafting and overseeing long-term monitoring contracts, consulting with state and federal agencies on biological studies to secure permits for projects, developing mitigations, and drafting budgets for the scope of work proposed.

PROJECT EXPERIENCE

Willits Rail-to-Trail Project | Permit Support/Habitat Mitigation and Monitoring Plan Development | City of Willits | Willits, CA

The Habitat Mitigation and Monitoring Plan is in development and addresses impacts to jurisdictional wetlands and Waters of the State, riparian habitat, and valley oak woodland South Nation Conservation in support of a rail to trail conversion project in Willits, California.

We Are Up Housing Project | Botanist & Soil Scientist, Permit Support, Wetlands Mitigation and Monitoring Plan Development | McKinleyville, CA

The Wetlands Mitigation and Monitoring Plan (in development) and 401/404 application packages to secure permitting and address impacts to jurisdictional wetlands for a non-profit seeking to build affordable, low-income housing and foster community development opportunities for persons on the autism spectrum.

Hearn Avenue Community Hub Project | Botanist & Soil Scientist - Wetland Delineation | City of Santa Rosa | Santa Rosa, CA

Performed wetland delineation as part of a two-person team for wetlands and Other Waters of the US and/or state in accordance with USACE protocols in Sonoma County, California, in support of a community development project. Authored wetland delineation report to document findings.

Cannibal Island Restoration Project | Botanist & Soil Scientist - Environmental Assessment, CEQA & NEPA Support California Trout | Eureka, CA

Conducted special status plant species surveys, vegetation mapping, and wetland delineation as part of multi-person team in tidal salt marsh restoration project in the Eel River Estuary in Loleta, California. Updated all technical memorandums and reports to ensure thorough documentation of biological studies to inform project engineering and planning. Co-authored a technical memorandum to assess the applicability of a State Water Board Program Environmental Impact Report and inform CEQA documentation. Investigating applicability of Federal Biological Assessment Programmatic Biological Opinion for US Fish and Wildlife Service and National Oceanic and Atmospheric Administration/National Marine Fisheries Service ESA listed species and developing habitat conversion analysis to assess transitions to ecotones after project implementation.



Village of Mendocino Emergency Water Supply and Storage Project | Botanist & Soil Scientist | Mendocino City Community Services District | Mendocino, CA

Performed biological site assessment as part of two-person team to obtain baseline conditions for biological resources in northern California coastal conifer forest habitat in support of water supply infrastructure upgrades for the Village of Mendocino in Mendocino County, California. Co-authored Biological Resource Report to document findings and inform permitting acquisition.

Old Arcata Road Rehabilitation and Pedestrian/Bike-way Improvements Project | Botanist & Soil Scientist - CEQA Support | City of Arcata | Arcata, CA

Developed Wetlands Mitigation and Monitoring Plan for creation and maintenance of 0.06 acres of wetlands in support of a city right of way road and pedestrian/bike-way improvement project, to satisfy permit requirements. Co-authored application package for 401 Water Quality Certification and Clean Water Act, Section 404 permit.

Ellis Street Improvement Project | Botanist - Botanical Survey & Vegetation Mapping | City of Redding | Redding, CA

Performed vegetation assessment and mapping for a City project that aims to repave and upgrade a parcel for industrial use in Shasta County, California. Primary author of wetland delineation report and co-authored Biological Resources Evaluation to satisfy CEQA and NEPA permitting requirements.

Turtle Bay Boat Launch Improvement Project | Botanist - Floristic Survey & Vegetation Mapping, CEQA Support | City of Redding | Redding, CA

Conducted special status plant species surveys and vegetation mapping of inland riparian habitat in support of a boat launch improvement project along the Sacramento River in Shasta County, California. Results were documented in a co-authored Biological Resources Evaluation to satisfy CEQA and NEPA permitting requirements.

Rohner Creek Improvement Project | Botanist/Vegetation Monitoring | City of Fortuna | Fortuna, CA

Conducted vegetation monitoring to evaluate the success of multi-phase project that established or re-established riparian, forested, and emergent wetlands along Rohner Creek as a part of larger stream restoration project. Evaluated results against success criteria established in Habitat Mitigation and Monitoring Plan to provide recommendations for compliance. Results were documented in annual botanical report that supports USACE 404 permitting requirements.

Las Galinas Valley Sanitation District Biological Resources | Botanist & Soil Scientist - Environmental Assessment | Las Galinas Valley Sanitation District | San Rafael, CA

Performed biological site assessment as part of a two-person team to obtain baseline conditions for biological resources in historic tidal salt-marsh habitat in support of bio-solid applications for agricultural use on 300 acres of Las Galinas Valley Sanitation District property in Marin County, California. Results contributed to technical memorandum.

Manila Flood Reduction & Drainage Enhancement Project* | Botanist & Soil Scientist - Wetland Delineation | Manila Community Services District (MCSD) | Manila, CA

Performed wetland delineation as part of a team for wetlands and other waters of the us and/or state in accordance with USACE protocols in coastal scrub, forested, and freshwater habitat in support of improvements to MCSD's drainage infrastructure in Humboldt County, California. Results contributed to project's supporting environmental documents (wetland delineation report) to obtain permits from state and federal regulatory agencies.

Ferndale Drainage Project | Botanist - Floristic Survey & Vegetation Mapping | City of Ferndale | Ferndale, CA

Performed late-season botanical survey and natural community mapping for water quality improvement project in Humboldt County, California. Co-authored the project's supporting environmental documents (Botanical Report).

* Work performed in collaboration with Caltrans

SECTION 7.8.1 PROJECT EXPERIENCE

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Four Bridge Replacements Projects on the Ventura & Orange Subdivisions, Ventura County, CA

Project Relevance	Project Funding	Project Size/Value
<ul style="list-style-type: none"> • Third-party coordination • Bridge replacement construction • Limited work windows • FRA and CPUC regulations • SCRRRA standards 	<ul style="list-style-type: none"> • Metrolink fiscal year State of Good Repair • Quarterly reporting to Metrolink Board 	<ul style="list-style-type: none"> • \$1.5 million
Scope of Services	Project Duration	Record of Performance
<ul style="list-style-type: none"> • Construction Management • Inspections • Construction oversight 	<ul style="list-style-type: none"> • Construction 03/2018 - 10/2018 	<ul style="list-style-type: none"> • Completed ahead of schedule and under budget



Project Documentation/File Management: Based off section 5 Correspondence and Document Control constrained within SCRRRA's Resident Engineers manual

General Contractor: Jilk Heavy Construction (formerly John S. Meek Construction)

Contractor/Staff/Role: RAILPROS | Stephen Ng (CM); Julina Corona (PM/Structural Engineer) | Stephen Gora (Field CM/Inspector)

Sub-Contractors/Staff/Role: No subcontractors

Construction Contractor Change Orders Negotiated/Approved: 2 change orders were executed in Ventura County and approved (\$40K) with an overall remaining contingency value of \$248K

RailPros led the construction management and inspection efforts on the four bridge replacements on the Ventura and Orange Subdivisions. Two bridges in Ventura County and two bridges on the Orange Subdivision were replaced with two reinforced concrete boxes (bridges 438.62 and 438.89), concrete double box beam girder bridge at BR 179.3 and pre-stressed, pre-cast slab beam bridge at BR 199.8. Bridge work and replacement required coordination with OCTA for the removal of homeless encampments and the installation of an extra vehicle bridge at MP 199.8 for OCTA ROW Maintenance Access.

Project Challenges, Complexities and Solutions

Some challenges of the project included working in tightly constrained areas with only one means of access, having a constant nuisance water flow throughout the project and having projects that were spaced geographically 80 miles apart. Our solution to the first challenge was to use smaller equipment and perform job briefings in a larger area before going to the project site and an area was cleared for vehicles to more easily turn around if needed. The second solution was to create a diversion dam and pump the water through a pipe system past the bridge to be replaced and continue work. Lastly, we worked closely with the contractor to determine where they were going to work for the day and schedule flagging protection and inspectors at the correct bridge locations.

All bridges were replaced over a series of three weekend windows coordinated with SCRRRA Operations, Track Maintenance and Signal Maintenance forces.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

Rail Top Bridge and Span Replacement Project, Ventura, Los Angeles, and San Bernardino Counties, CA

Project Relevance	Project Funding	Project Size/Value
<ul style="list-style-type: none"> Bridge replacements Quick project turnaround SCRRA standard construction 	<ul style="list-style-type: none"> Metrolink fiscal year State of Good Repair Quarterly reporting to Metrolink Board 	<ul style="list-style-type: none"> \$5.5 million
Scope of Services	Project Duration	Record of Performance
<ul style="list-style-type: none"> Construction Management Inspections Construction oversight 	<ul style="list-style-type: none"> Construction 12/2018 - 05/2020 	<ul style="list-style-type: none"> Completed ahead of schedule and under budget



Project Documentation/File Management: Based off section 5 Correspondence and Document Control constrained within SCRRA's Resident Engineers manual

General Contractor: Reyes Construction

Contractor/Staff/Role: RAILPROS | Stephen Ng (CM); Julina Corona (Structural Engineer); Stephen Gora (Field CM/Inspector)

Sub-Contractors/Staff/Role: BERG | Bruce Pretty (Inspector); Cass Hamvas (Inspector)

Construction Contractor Change Orders Negotiated/Approved:
3 total change orders totaling \$128K, \$11K as part of one change order for one bridge in Ventura County



The Rail Top Bridge replacement project replaced **19 out-of-date rail top bridge structures** with a combination of RCBs, precast-pre-stressed concrete slab spans, and CMPs. The project spanned three subdivisions, 120 total track miles split between 55 miles on Valley Subdivision, 25 miles on Ventura Subdivision, and 40 miles on San Gabriel Subdivision that required extensive coordination with the operations group due to requiring multiple night windows, a single limited work window, five weekend Absolute Work Windows (AWWs) to complete the work: 2 for the Valley Subdivision, 1 for the San Gabriel subdivision and 2 for the Ventura Subdivision. Multiple bridges required vertical I-beams encased in lean concrete supporting precast wing walls and CMPs, while others utilized slab span bridges with vibration dampening mats protecting the bridge decks due to the designed thin ballast section.

Project Challenges, Complexities and Solutions

Scheduling work and placing inspectors and flaggers in the right location was a weekly scheduling task spread among RailPros and our subconsultants. Multiple AWWs were used to pull off the project where multiple bridges were replaced in one weekend to reduce the impact to train operations. During these large weekend work windows, other projects also used the available time to perform maintenance. The project worked very closely with the operations group and other maintenance contractors to plan where projects were occurring and when, as to not impact each others work.

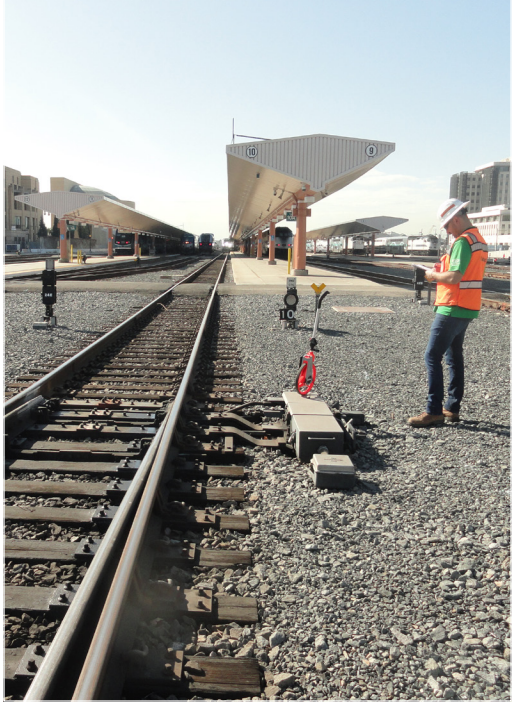
All bridges were replaced over a series of five weekend windows, multiple night windows, and limited night windows, providing coordination with SCRRA Operations, Track Maintenance and Signal Maintenance forces.

CLIENT REFERENCE:

SCRRA | Aaron Azevedo, Assistant Director | P: 213.598.8981 | azevedoa@scrra.net

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY Los Angeles Union Station (LAUS) Rehabilitation RY-RAMP, Los Angeles, CA

Project Relevance	Project Funding	Project Size/Value
<ul style="list-style-type: none"> Evaluation of track assets System-wide communications Special trackwork 	<ul style="list-style-type: none"> State/FTA/Local funds, State of Good Repair Reallocation, Amtrak, SRAP, LACMTA Quarterly reporting to Metrolink Board 	<ul style="list-style-type: none"> \$67 million
Scope of Services	Project Duration	Record of Performance
<ul style="list-style-type: none"> Construction Management Inspections Construction oversight 	<ul style="list-style-type: none"> Construction 02/2019 - 01/30/2024 	<ul style="list-style-type: none"> Completed within compressed construction work window, within budget



Project Documentation/File Management: Sharepoint site based off Section 5 Correspondence and Document Control constrained within SCRRAs RE manual

General Contractor: Railworks, Track Services, Inc., Balfour Beatty
Contractor/Staff/Role: RAILPROS | Kyle Krzemien (CM) , Stephen Gora (CM), Ryan Ramirez (Deputy PM)
Sub-Contractors/Staff/Role: RSE | Cody Festa (Surveyor) | BERG (Inspections)
Construction Contractor Change Orders Negotiated/Approved:
 13 change orders negotiated and approved totaling a credit of \$500,231 due to an absence of contaminated soil and unused allowance for it's disposal. Total approved contingency remaining is \$2,494,442.

RailPros provided construction management services at LAUS, which is the most critical piece of SCRRAs infrastructure effecting each of the member agencies including VCTC. Our team provided the evaluation of all track assets at LAUS and made recommendations for the rehabilitation of each rail on the five leads leading into CP Terminal; the rehabilitation of all the turnouts in CP Terminal; and the upgrade of the remaining aging platform tracks to concrete tie large rail. This project involves close coordination with the LA Metro and Amtrak for funding and scheduling. The complex phasing plan was developed to allow for service to LAUS to continue with minimal interruption. The overall program will upgrade existing track and signal components to improve throughput at LAUS. The Program will implement signal and track system upgrades at LAUS in the highly utilized section of track leading in and out of the station. The Program improves the central core of the station track from the end of the platform tracks to the Control Points at the Los Angeles River by replacing aging mechanical signals with modern electronic units; replacing worn power switches and switch rods with the new units; replacing one single-direction signal bridge with a bi-directional unit; installing a new power-operated crossover; replacing worn insulated joints; replacing stock rail, switch points, frogs and switch rods at worn turnouts; replacing degraded cross-ties with new ties; replacing worn rail with new rail; and removing and replacing ballast underlying the track.

Project Challenges, Complexities and Solutions

SCRRAs requested RailPros to evaluate the existing conditions at LAUS, cost estimates, and alternatives for the identified rehabilitation projects. The Rehabilitation needed to occur while continuing rail service in and out of the station via adjacent leads. There are 5 leads that converge at LAUS and the construction could only occur on one or two while trains operated across the others.

Challenges included: Evaluating existing conditions and identifying 116+ project components; developing project values (totaling more than \$23.3M). Creating rehab alternatives for project components, determining approaches, and funding sources. Railworks did not have the experience planning for complex outages under live rail traffic and we needed to allow up to 120 train moves on adjacent tracks during some outages. **Solution:** Kyle Krzemien and Stephen Gora with Railpros helped develop a workable schedule. Railpros hosted several workshops with SCRRAs operations and Railworks to develop a detailed plan for each train that would pass on adjacent tracks and when each construction activity could occur within a very constrained work window.

RailPros' alternative analysis allows future shared work for Link US project to be completed as "Phase 0" within the LAUS RY-RAMP project, thereby saving LACMTA time and money.

CLIENT REFERENCE:

SCRRAs | Aaron Azevedo, Assistant Director | P: 213.598.8981 | azevedoa@scrra.net

SECTION 7.8.2 REFERENCES

CITY OF SANTA CLARITA

Vista Canyon Multi-Modal Center, Clarita, CA

Project Relevance	Project Fundings	Project Size/Value
<ul style="list-style-type: none"> • New bridge construction • FRA regulations • CPUC regulations • SCRRRA standards 	<ul style="list-style-type: none"> • SB-1 (LLP grant) administered through Caltrans, Prop A, Prop C, Measure R & M (ATP/County), FTA 5307 Grant, City Funds • Quarterly reporting to Metrolink Board 	<ul style="list-style-type: none"> • \$23 million
Scope of Services	Project Duration	Record of Performance
<ul style="list-style-type: none"> • Construction Management • Inspections • Construction oversight • Managed cross-section of all disciplines • Relocate existing station • Grade separated pedestrian access • Platform 	Professional Services (Ph. I): <ul style="list-style-type: none"> • 5/1/2016 - 12/31/2020 Construction (Ph. II): <ul style="list-style-type: none"> • 10/28/2019 - Est Comp Date: 06/2023 	<ul style="list-style-type: none"> • Completed on time and on budget
Project Documentation/File Management: ProCore		
General Contractor: Reyes Construction		
Contractor/Staff/Role: RAILPROS Stephen Ng (CM)		
Sub-Contractors/Staff/Role: BERG Bruce Pretty (Inspector)		
Construction Contractor Change Orders Negotiated/Approved: 20 change orders negotiated and approved		



RailPros led the CM and Design Support During Construction (DSDC) effort on this \$23 million project. The new train station was constructed on the Metrolink Valley Subdivision in the City of Santa Clarita which includes the following: A new bridge for an extended siding track; the relocation of the Control Point Humphreys; a new center platform station with a pedestrian underpass; a new intermediate signals and a communications shelter. The work required coordination with a private developer, a fiber utility company, a water company, AT&T communications, and SCE, along with regular coordination with SCRRRA’s Project Manager, Jeraldine Otero, SCRRRA PTC, and Operations and Track and Signal maintenance groups. RailPros managed the construction of a new railroad bridge with two bridge abutments founded on 12 deep CIDH piles each. Piles were installed using the wet drilling method due to the sandy soil, water, and boulders encountered. The work also required the installation of a pedestrian underpass to access the center platform. The existing control point was moved a ¼ mile railroad west which required coordination with the PTC group to develop a new Subdivision file that required Absolute Work Windows (AWWs) to install new turnouts and track work. The project is highly complicated because of the multiple disciplines working on the project.

Project Challenges, Complexities and Solutions

Working with a contractor who was new to the Metrolink process and in a project footprint bounded by private properties made the project a challenge. RailPros provided clarification and guidance to the contractor for the Metrolink process. Constant communication with the developer and private parties through daily or weekly communication. Provided a solution to the contractor to complete a lot of work at the same time Metrolink was cutting over and testing a new Signal Control point, by building track along-side the project and allowing both Metrolink and the contractor to work at the same time, whereas the original schedule called for the contractor to wait at least 12 hours.

CLIENT REFERENCE:

City of Santa Clarita | Carla Callahan, PE, Senior Engineer | P: 661.286.4130 | E: CCallahan@santa-clarita.com

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY Ventura County Culvert Project, CA

Project Relevance	Project Funding	Project Size/Value
<ul style="list-style-type: none"> Culvert construction within Ventura County footprint 3rd Party Coordination Environmental oversight and compliance SCRRA standards compliance 	<ul style="list-style-type: none"> SCRRA fiscal year rehab (Member Agency Funding) 	<ul style="list-style-type: none"> \$1.8 Million
Scope of Services	Project Duration	Record of Performance
<ul style="list-style-type: none"> Construction Management Inspections Construction oversight Replacement of 4 culverts within the Ventura Subdivision (Multi-track) 	<ul style="list-style-type: none"> 2022 (6 months) 	<ul style="list-style-type: none"> Completed ahead of schedule and under budget
<p>Project Documentation/File Management: Sharepoint site based off section 5 Correspondence and Document Control constrained within SCRRA's Resident Engineers manual</p> <p>General Contractor: Reyes Construction</p> <p>Contractor/Staff/Role: RAILPROS Stephen Gora (CM), Dan Thompson (CM), Kyle Krzemien (CM)</p> <p>Sub-Contractors/Staff/Role: BERG Bruce Pretty (Inspector)</p> <p>Construction Contractor Change Orders Negotiated/Approved: This project was completed through the Work Directive process and no contract change orders</p>		



The complete replacement of four culverts on the Ventura Subdivision which were in various stages of degradation. Project documentation was provided by daily inspection reports, field imagery, and was stored within the sharepoint system based on SCRRA's file convention.

Project Challenges, Complexities and Solutions

In-field solutions were needed to stay within SCRRA property lines and enforce those boundaries. As the CM, RailPros were able to keep the contractors construction limits compliant with adjacent property owners. Several of the culverts required only new headwall construction, but the actual culverts were collapsed. RailPros was able to negotiate with the contractor to correct that deficiency at no cost to the owner

CLIENT REFERENCE:

SCRRA | Aaron Azevedo, Assistant Director | P: 213.598.8981 | azevedoa@scrra.net

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) Redlands Passenger Rail Project – Twin Creek Bridge Project

Project Relevance	Project Funding	Project Size/Value
<ul style="list-style-type: none"> • Utility coordination • Third-party coordination • Environmental restrictions • Safety standards • Bridge construction • Bike path coordination • FRA and CPUC regulations • SCRRRA standards 	<ul style="list-style-type: none"> • Measure I Funding Federal/State/Local • Quarterly updates to FTA and Board of Directors 	<ul style="list-style-type: none"> • \$881K - Twin Creek Bridge • \$173 million (RPRP Project)
Scope of Services	Project Duration	Record of Performance
<ul style="list-style-type: none"> • Construction Management • Construction oversight • Inspections 	<ul style="list-style-type: none"> • 2019 - 2022 	<ul style="list-style-type: none"> • Completed ahead of schedule and under budget



Project Documentation/File Management: The RPRP PMC team utilized Sharepoint to document all aspects of the project and utilized SBCTA filing convention and standards to ensure efficient document turn-over

General Contractor: Reyes Construction

Contractor/Staff/Role: RAILPROS | Dan Thompson (CM)

Sub-Contractors/Staff/Role: No subcontractors

Construction Contractor Change Orders Negotiated/Approved:

Overall RPRP: \$154M contract, \$14.7M Executed COs (Excluding Hazardous Soil Remediation and Work performed for SCE/Frontier). \$15.4M original Contingency
Twin Creek: 6 COs at \$143K. Within Contingency.

Leading up to the construction of the mainline project, a flood control permit, a Clean Water Act Section 401 Water Quality Standards Certification, California Department of Fish and Game Permit, and U.S. Army Corps of Engineers 404 permit was required. One of the five structures within the mainline project was the Twin Creek Bridge; a 112-foot steel structure deck-plate girder (DPG) bridge with wood open deck bridge ties. This portion of the new work required a new drainage outfall into the channel in addition to the new superstructure for the bridge itself.

Project Challenges, Complexities and Solutions

- Required a U.S. Army Corps of Engineers 404 Permit which was not yet in hand at the start of construction
- RailPros pursued a Categorical Exclusion with close coordination with the Environmental Manager to free up 90% of work through the FTA and Army Corps
- Our ability to solve problems, leverage relationships with regulatory agencies, and bring project teams together reduced delay claims and built team cohesion

CLIENT REFERENCE:

SBCTA | Carrie Schindler, Deputy Executive Director | P: 213.922.7297 | cschindler@gosbcta.com

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY (SBCTA) Redlands Passenger Rail Project – Santa Ana Bridge Project

Project Relevance	Project Funding	Project Size/Value
<ul style="list-style-type: none"> • Utility coordination • Third-party coordination • Environmental restrictions • Safety standards • Bridge construction • Bike path coordination • FRA and CPUC Regulations • SCRRRA standards 	<ul style="list-style-type: none"> • Measure I Funding Federal/State/Local • Quarterly updates to FTA and Board of Directors 	<ul style="list-style-type: none"> • \$13 million Santa Ana River Bridge • \$173 million RPRP Project
Scope of Services	Project Duration	Record of Performance
<ul style="list-style-type: none"> • Construction Management • Construction oversight • Inspections 	<ul style="list-style-type: none"> • 2019 - 2022 	<ul style="list-style-type: none"> • Completed ahead of schedule and under budget

Project Documentation/File Management: The RPRP PMC team utilized Sharepoint to document all aspects of the project and utilized SBCTA's filing convention and standards to ensure efficient document turn-over

General Contractor: Reyes Construction

Contractor/Staff: RAILPROS | Dan Thompson

Sub-Contractors/Staff/Role: No subcontractors

Construction Contractor Change Orders Negotiated/Approved:
Overall RPRP: \$154M contract, \$14.7M Executed COs (Excluding Hazardous Soil Remediation and Work performed for SCE/Frontier). \$15.4M original Contingency.
Santa Ana River Bridge: 3 COs at \$14K. Within Contingency



The Santa Ana River Bridge (SARB) is a 379-ft, 8-inch bridge with two abutments, five piers, and 63-ft. spans in an active railroad with a third-party railroad serving customers every two weeks. RailPros provided construction oversight, program management, and stakeholder coordination. This oversight included all civil, earthwork, environmental monitoring, bridge construction, associated signal, coordinated third-party utility relocation, and communication per FRA, CPUC, and SCRRRA standards. This bridge spans the Santa Ana River, which fully flows partially throughout the year.

Project Challenges, Complexities and Solutions

1. Most importantly, was coordinating the construction around environmental restrictions, such as the endangered nesting bird season that begins February 15 and continues to August 31. Additionally, it was essential for the project management team to enforce compliance with California & Federal Fish and Wildlife, U.S. Army Corps of Engineers, San Bernardino Flood Control District permits, and City of Riverside temporary construction easements. The existing bridge was to be replaced entirely during the 12-week AWWs where both abutments, all five piers with Cast-in-Drilled Hole (CIDH) construction, deep soil mixing, demolition of existing concrete was constructed, steel and timber structure demolished.
2. This project also had to coordinate construction activities for an adjacent San Bernardino County bike path project. RailPros was instrumental in negotiating a 12-week AWW with the BNSF and Reagent Chemical Company to vastly improve efficiency during construction. This allowed the bridge substructure to be completed within the first dry season. This larger window allowed additional work to be completed including new track construction, a new No. 10 turnout, and PTC validation to be completed for this area. Under RailPros' supervision, this portion of the project was completed with 100% Federal, State, and Local permit compliance, well within budget and on schedule.

CLIENT REFERENCE:

SBCTA | Carrie Schindler, Deputy Executive Director | P: 213.922.7297 | cschindler@gosbcta.com

PROJECT APPROACH/METHODS

Our team of experienced professionals, **under the leadership of our Construction Manager Stephen Ng**, will employ a comprehensive approach that complies with the adherence to approved plans and specifications. Our value proposition is rooted in our vast experience, proactive measures to prevent field construction issues, and a dedication to avoiding schedule delays, cost overruns, and unnecessary change orders. We bring problem-solving capabilities to the forefront and maintain a steadfast commitment to prioritizing VCTC's goals and interests.



STEPHEN NG, PE
Construction Manager/
Resident Engineer

I will work closely with VCTC and our team to deliver the bridge within the time allotted by reviewing the specific needs of the project and developing a base schedule the contractor can use to procure materials in a timely fashion and utilize VCTC forms and procedures to streamline the CM Submittal, RFI and Pay application process.



Pre-Construction
Planning and
Assessment



Risk Analysis



Design
Compliance
Verification



Quality Control
Protocols



Proactive Issue
Resolution



Communication
and
Collaboration



Change Order
Strategies



Post Construction
Review

KEY ELEMENTS NEEDED FOR PROACTIVE PROJECT DELIVERY

Stephen has over 12 years of experience working closely with SCRRA and their standards. Stephen also has five years of experience working with Caltrans standards in a railroad setting on his various projects.

PRE-CONSTRUCTION PLANNING AND ASSESSMENT

The initial phase will involve a complete review of the approved plans and specifications. We will conduct a detailed pre-construction assessment to identify potential challenges and discrepancies. We are prepared to assist VCTC and the design team to coordinate, bringing the contract on-board.

This proactive step allows for early mitigation strategies to be implemented.



DETAILED RISK ANALYSIS

We will perform a comprehensive risk analysis to anticipate and address potential field construction issues. This involves a systematic evaluation of the project scope, environmental factors, and logistical challenges.

The goal is to develop a proactive risk management plan to minimize surprises during construction.



DESIGN COMPLIANCE VERIFICATION

Before commencing construction, we will verify that the design aligns with the approved plans and specifications, and the working site.

Rigorous compliance verification helps identify any discrepancies early on, preventing issues that could lead to delays and cost overruns during the construction phase.



QUALITY CONTROL PROTOCOLS

We will implement stringent quality control protocols throughout the construction process. This includes regular inspections, material testing, and adherence to industry standards.

In October 2022 during the LAUS RY-RAMP project, Kyle Krzemien and Stephen Gora identified some defective special trackwork before installation during an absolute work window. The Contractor subsequently send the material back to the vendor for replacement and the work window was postponed until 2023.



PROACTIVE ISSUE RESOLUTION

In the event that challenges arise during construction, we will adopt a proactive approach to issue resolution. The construction management team is equipped to address issues quickly and efficiently, leveraging our experience to find creative and efficient solutions that align with the project's goals and specifications. Throughout the LAUS RY-RAMP Project Railpros worked with

Metrolink's compliance department, the railroad flagging contractor and Railworks to refine the On Track Safety Form B Procedures to enable to contractor to be more productive while maintaining the safe passage of trains on the adjacent tracks.

This proactive approach helped to resolve issues in a timely manner and increased productivity for the contractor.



CONTINUOUS COMMUNICATION AND COLLABORATION

Effective communication and collaboration are at the core of RailPros' approach. Regular coordination meetings will be conducted with all stakeholders, ensuring that any potential issues are identified and addressed promptly.

This collaborative atmosphere fosters a proactive problem-solving environment.



CHANGE MANAGEMENT STRATEGIES

We will employ robust change management strategies to address any necessary modifications to the original plans and specifications.

PROVEN STEPS TO MINIMIZE PROJECT CHANGE ORDERS AND CLAIMS

1. Review plans and specifications prior to IFB release for errors and/or ambiguity. This project team has extensive experience with all of the major railroad contractors, and are intimately familiar with complex track and bridge construction projects. We are the experts at producing constructable, safe and cost-effective project plans and specifications.

While managing the Redlands Passenger Rail Project, RailPros was instrumental in constructability reviews, IFB prep, and managing the construction bid process which became a \$154 million mainline construction project where change orders were held within the 10% contingency.

2. Strict adherence to the contract, specifications and plans while ensuring that we are not dictating means and methods. With a CM staff with over 150 combined years of experience with Class 1, Passenger, and Commuter railroad standards, FRA and CPUC Regulations, and railroad construction safety, we are the most qualified to quality assurance and construction oversight.

During the LAUS RY-RAMP Project the Railpros Construction Management team along with SCRRA rejected 17 requests for changes citing that the proposed change fell within the contract and or specifications.

3. Diligent, consistent, daily inspection reports with photographic records, coupled with drone footage/time lapse imagery technology, creates an environment where the CM team can verify actual construction conditions and actions of the contractor.
4. When obstacles arise that fall under the jurisdiction of the agency or other third party, we consistently work diligently to address them immediately, in good faith, in a transparent manner and not let them fester.

Clear communication, documentation, and a systematic approach to change orders help prevent disruptions and maintain project timelines.



POST-CONSTRUCTION REVIEW

Upon project completion, we will conduct a thorough post-construction inspection to identify any deficient items and include in our closeout list for the contractor to address as part of its punch list work.

By implementing these strategies, RailPros aims to deliver the project on schedule, within budget, and in strict adherence to the approved plans and specifications.

Baseline Schedule and Scheduling Software

Once given Notice-to-Proceed (NTP), RailPros will compose a Baseline Schedule for the project using the latest version of Primavera P6 Professional Project Management. The schedule will be validated based on prior projects of similar scope and magnitude. We will also begin communicating the work schedule with stakeholders to confirm that any potential environmental or community impact concerns are considered and do not impact the schedule later during construction. This outreach at the project's onset is critical as it will ensure the core scheduling parameters the general construction contractor will have to plan work into are valid and reasonable. Supplemental Q&A providing the baseline schedule can be disseminated to bidding parties for transparency and ultimately included in the final bid documents to hold the construction contractor accountable. The most effective strategy for avoiding schedule slippage is to provide the bidding parties with a clear expectation of the project schedule, including critical milestones and Absolute Work Window (AWW) dates and durations. Our prior experience working with the key stakeholders in this project, including Metrolink, allows us to set realistic schedules that all parties can commit to and thus will enable us to recommend contract language to VCTC.

Pre-Planning is Critical to Project Schedule Success

Our pre-planning and scheduling strategy is coupled with a vigilant on-site inspection from our experienced team. Our experience informs us that using extra inspection resources during critical activities, especially during AWWs, effectively prevents contractor claims and change orders, which are a primary risk of schedule slippage. Our on-site inspection team is trained and experienced to identify construction deficiencies immediately before time wasting re-work is necessary. Our responsibility is to confirm that the contractor is prepared to execute all outages

and work activities. We demonstrate the contractor shoulders that responsibility by scheduling site walks with all key personnel and stakeholders ahead of each critical activity or AWW, providing review and comment to contractor SSWPs well in advance of key construction activities, and scheduling pre-con meetings with all stakeholders to facilitate clear communication and expectations from all stakeholders to the contractor. Aside from pre-con meetings before each critical activity outlined in the baseline schedule, a weekly meeting with the contractor and the agency will be held to review the latest progress narrative report and track the updated progress schedule. Should any aspect of work impact the critical schedule path, a separate meeting will be held to address the specific strategy employed to arrest potential schedule slippage. The contractor will submit a schedule recovery plan detailing proposed corrective actions and adjustments to mitigate delays and bring the project back on schedule. The RailPros CM team will review the schedule and provide valuable feedback based on our experience and lessons learned.

SharePoint Website

RailPros uses a secure SharePoint website to which the contractor can transmit all submittals and RFIs. The SharePoint System automatically tracks dates transmitted, received, reviewed, and approved/sent back for revision. This information will be consolidated into a spreadsheet, which will be reviewed as part of the weekly contractor meeting and will include upcoming deadlines for submittals due. The SharePoint System also allows automated emails to be sent to all key personnel for each submittal transmission and review action. A monthly Risk Register Meeting will also be held starting from the outset. All foreseeable risks to the project schedule and scope creep will be evaluated and scored based on impact and probability of occurrence. This tool will help to focus the CM team and construction contractor on the highest risks as they evolve throughout the project.



CONTRACT SECTION	SUBSECTION	CLARIFICATION/EXCEPTION
15. INDEMNIFICATION	Section 15.2	<p>15.2 Indemnification for Design Professional Services Claims: Contractor shall indemnify, defend (with counsel acceptable to VCTC) and hold harmless VCTC, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of any design professional services under the AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of VCTC, or defect in a design furnished by VCTC, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against VCTC is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.</p>
15. INDEMNIFICATION	Section 15.3	<p>15.3 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC's partner agencies ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONTRACTOR's breach or failure to comply with any of its obligations contained in the AGREEMENT, including any obligations arising from the CONTRACTOR's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq., and/or (2) negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by CONTRACTOR, its officers, employees, agents, subcontractors, or anyone under CONTRACTOR's control, in the performance of work or services under the AGREEMENT (collectively "Claims" or individually "Claim").</p>
15. INDEMNIFICATION	Section 15.3 Section A.	<p>A. In addition to CONTRACTOR's duty to indemnify, CONTRACTOR shall have a separate and wholly independent duty to defend Indemnified Parties at CONTRACTOR's expense by legal counsel approved by VCTC, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of CONTRACTOR shall be required for the duty to defend to arise. VCTC shall notify CONTRACTOR of any Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist CONTRACTOR, as may be reasonably requested, in the defense.</p>



CONTRACT SECTION	SUBSECTION	CLARIFICATION/EXCEPTION
<p>ARTICLE 1 - GENERAL PROVISIONS</p> <p>C. CONTRACTOR</p>		<p>C. CONTRACTOR To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, protect and hold harmless VCTC, its Boards, Commissions, and their officials, employees and agents, and those of VCTC’s partner agencies(“Indemnified Parties”), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) CONTRACTOR’s breach or failure to comply with any of its obligations contained in the AGREEMENT, including any obligations arising from the CONTRACTOR’s compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 et seq., and/or (2) negligent, reckless, or willful acts, errors, omissions or misrepresentations committed by CONTRACTOR, its officers, employees, agents, subcontractors, or anyone under CONTRACTOR’s control, in the performance of work or services under the AGREEMENT (collectively “Claims” or individually “Claim”).</p>
<p>ARTICLE 1 - GENERAL PROVISIONS</p> <p>C. CONTRACTOR</p>	<p>C. Contractor Section 1.</p>	<p>1. In addition to CONTRACTOR’s duty to indemnify, CONTRACTOR shall have a separate and wholly independent duty to defend Indemnified Parties at CONTRACTOR’s expense by legal counsel approved by VCTC, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of CONTRACTOR shall be required for the duty to defend to arise. VCTC shall notify CONTRACTOR of any Claim, shall tender the defense of the Claim to CONTRACTOR, and shall assist CONTRACTOR, as may be reasonably requested, in the defense.</p>
<p>ARTICLE 1 - GENERAL PROVISIONS</p> <p>G. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS</p>		<p>G. VCTC may hold retainage from CONTRACTOR and shall make prompt and regular incremental acceptances of portions, as determined by the VCTC, of the contract work, and pay retainage to CONTRACTOR based on these acceptances. No retainage will be held by the VCTC from progress payments due to CONTRACTOR. CONTRACTORS and Subcontractors are prohibited from holding retainage from Subcontractors. Any delay or postponement of payment may take place only for good cause and with the VCTC’s prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or Subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient Subcontractor performance and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.</p>

CONTRACT SECTION	SUBSECTION	CLARIFICATION/EXCEPTION
D. PAYROLL RECORDS	Section b.	b. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by VCTC representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
D. PAYROLL RECORDS	Section b. Section ii.	ii. A certified copy of all payroll records enumerated in paragraph (1) above , shall be made available for inspection or furnished upon request to a representative of VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to VCTC, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
D. PAYROLL RECORDS	Section c.	c. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above , to the entity that requested the records within ten (10) calendar days after receipt of a written request.
D. PAYROLL RECORDS	Section e.	e. The CONTRACTOR shall inform VCTC of the location of the records enumerated under paragraph (1) above , including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
F. PENALTY	Section d. Section ii.	ii. 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.

SUBCONTRACTOR STATEMENTS - RSE Corporation

SUBCONTRACTOR'S STATEMENT

As a proposed subcontractor to RailPros, the Prime Consultant/Proposer, for the Ventura County Transportation Commission (VCTC) to Provide Construction Management Services for the Sespe Creek Overflow Railroad Bridge Repair Project, RSE Corporation has read the RFP documents and agrees to abide by the Proposer's obligations. We also understand that VCTC may approve or disapprove the use of particular subcontractors.

RSE Corporation

Company Name



Signature Here

December 13, 2023

Date here

Phil Leong, PE | President

Name/Title (Print)

SUBCONTRACTOR'S STATEMENT

As a proposed subcontractor to **RailPros**, the Prime Consultant/Proposer, for the Ventura County Transportation Commission (VCTC) to Provide Construction Management Services for the Sespe Creek Overflow Railroad Bridge Repair Project, **GHD Inc.** has read the RFP documents and agrees to abide by the Proposer's obligations. We also understand that VCTC may approve or disapprove the use of particular subcontractors.

GHD Inc.

Company Name

Justin Wheeler

Signature Here

12/13/2023

Date here

Justin Wheeler/Business Group Leader

Name/Title (Print)

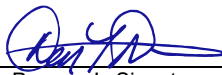
VCTC Proposal to Provide Construction Management Services for Sespe Creek Overflow Railroad Bridge Repair Project Subcontractor Agreement - RFP Reference 12.6.22



SUBCONTRACTOR DBE 10.01 FORM (RSE)

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 21. Local Agency Representative's Signature 22. Date _____ 23. Local Agency Representative's Name 24. Phone _____ 25. Local Agency Representative's Title			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



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