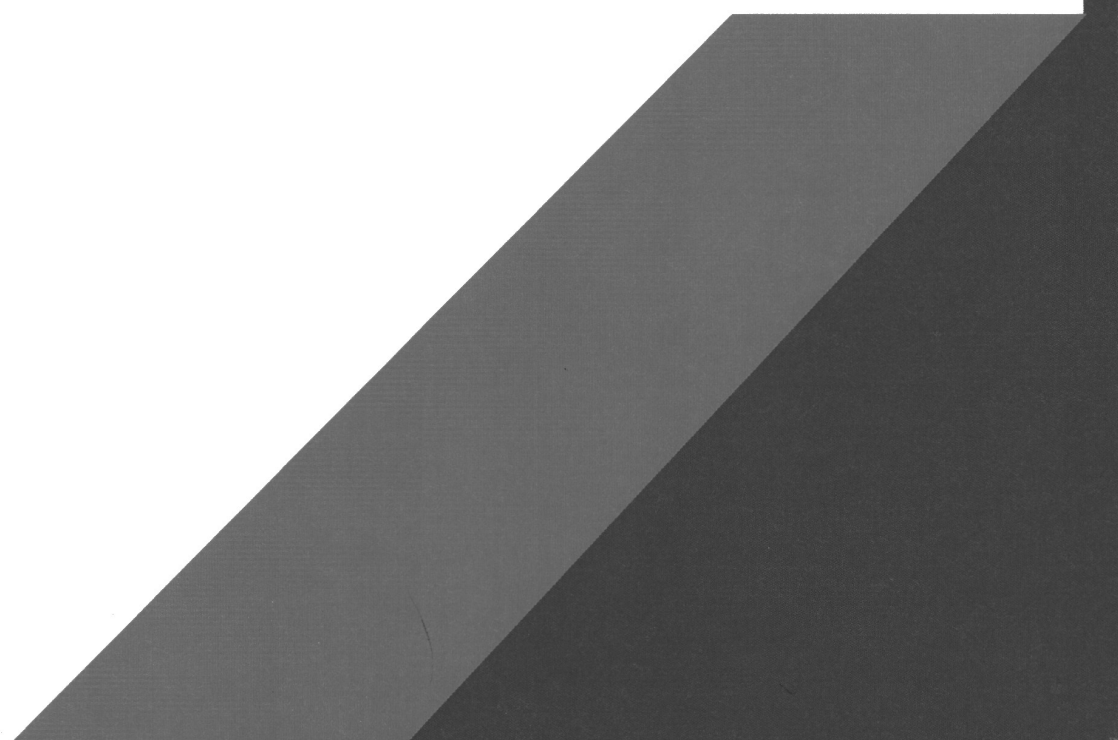


2.1 Bid Letter



BID LETTER

HONORABLE CHAIRMAN AND MEMBERS OF THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952

SUBJECT: INVITATION FOR BIDS FOR CONTRACT NO. (IFB No. C0991)
(DIVISION 16: SOUTHWESTERN YARD)

In response to the above-referenced Invitation For Bids (IFB) and in accordance with the accompanying Instructions to Bidders, the Bidder hereby commits to the Los Angeles County Metropolitan Transportation Authority (Metro) to perform the Work in accordance with the provisions of the Bid Level Contract Documents and any amendment thereto and at the prices stated opposite the respective items set forth in the form entitled SCHEDULE OF QUANTITIES AND PRICES, included and made a part of the Contract.

The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn for one hundred eighty (180) calendar days from the bid opening or until the Contract for the Work is fully executed between Metro and a third party, whichever is earlier.

If awarded a Contract, the Bidder agrees to execute the Contract and deliver it to Metro within ten (10) calendar days after receiving a Letter of Award together with the necessary Certificates of Insurance, Performance Bond, Payment Bond, and Alcohol and Drug-Free Workplace Program. The Contractor shall proceed with the Work upon receipt of a Notice to Proceed in accordance with Article entitled NOTICE TO PROCEED of the General Conditions.

Attached is a certified check, a cashier's check (in U.S. Dollars), Bid Bond, or a combination thereof in an amount not less than ten percent (10%) of the Total Bid Price. The undersigned agrees that said amount shall be retained by Metro if we fail or refuse to execute the Contract or furnish the required Bonds, Certificates of Insurance, and Alcohol and Drug-Free Workplace Program within the time provided.

In addition to the formal certifications provided in the following, the Bidder certifies that it has:

1. Examined and is fully familiar with all of the provisions of the IFB Documents and any amendment thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the Work, the general and local conditions to be encountered in performance of the Work, and all other matters that can in any way affect the Work and/or the cost thereof;
3. Examined the experience, skill and certification requirements specified in the Statement of Work and that the entities (Bidder, Subcontractor, Supplier) performing the Work under the Contract fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Bid and attachments hereto.

Therefore, the undersigned hereby agrees that Metro will not be responsible for any errors or omissions in the Bid.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the Contract Documents:

Amendment No(s):

| Amendment #6 issued 2-27-15

| Amendment #7 issued 3-11-15

The Bidder further certifies that:

1. The only persons, firms, corporations, Joint Ventures/partnerships, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms; and that,
2. The Bid has been prepared without collusion with any other person, firm, corporation, Joint Venture/partnership, and/or other party.

(Joint Ventures/partnerships are to provide a signed copy of their agreement with their bid)

Bidder's Name: Balfour Beatty / Kemp Bros. Joint Venture

Business Address: 1050 Lakes Drive, Ste. 200
West Covina, CA 91790

Contractor's License No.: 998447

License Expiration Date: 11/30/16

Classification Type: A

Phone: 909-770-7020 Fax: 909-770-7021



Signature of Authorized Official

Crandall Bates
Type or Print Name

Vice President
Title

19 March 2015
Date

Crandall Bates being duly sworn, deposes and says
Name

That he/she is the Vice President of Balfour Beatty Infrastructure, Inc.
Title Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before this 12 day of March, 2015.

Notary Public:

Barbara Cottage

My Commission expires: 24 May 2015



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Solano }

On 12 March 2015 before me, Barbara Cottage Notary Public,

Date

(here insert name and title of the officer)

personally appeared Crandall Bates

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Barbara Cottage (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: _____ Number of Pages: _____

Document Date: _____ Other: _____

BID LETTER

HONORABLE CHAIRMAN AND MEMBERS OF THE
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952

SUBJECT: INVITATION FOR BIDS FOR CONTRACT NO. (IFB No. C0991)
(DIVISION 16: SOUTHWESTERN YARD)

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The Bidder agrees that the Bid constitutes a firm offer that cannot be withdrawn for one-hundred and eighty (180) calendar days from the bid opening or until the Contract for the Work is fully executed between Metro and a third party, whichever is earlier.

If awarded a Contract, the Bidder agrees to execute the Contract and deliver it to Metro within ten (10) calendar days after receiving a Letter of Award together with the necessary Certificates of Insurance, Performance Bond, Payment Bond, and Alcohol and Drug-Free Workplace Program. The Contractor shall proceed with the Work upon receipt of a Notice to Proceed in accordance with Article entitled NOTICE TO PROCEED of the General Conditions.

Attached is a certified check, a cashier's check (in U.S. Dollars), Bid Bond, or a combination thereof in an amount not less than ten percent (10%) of the Total Bid Price. The undersigned agrees that said amount shall be retained by Metro if we fail or refuse to execute the Contract or furnish the required Bonds, Certificates of Insurance, and Alcohol and Drug-Free Workplace Program within the time provided.

In addition to the formal certifications provided in the following, the Bidder certifies that it has:

1. Examined and is fully familiar with all of the provisions of the IFB Documents and any amendment thereto;
2. Satisfied itself as to the requirements of the Contract, the nature and location of the Work, the general and local conditions to be encountered in performance of the Work, and all other matters that can in any way affect the Work and/or the cost thereof;
3. Examined the experience, skill and certification requirements specified in the Statement of Work and that the entities (Bidder, Subcontractor, Supplier) performing the Work under the Contract fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Bid and attachments hereto.

Therefore, the undersigned hereby agrees that Metro will not be responsible for any errors or omissions in the Bid.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the Contract Documents:

Amendment No(s):

1, 2, 3, 4, 5

The Bidder further certifies that:

1. The only persons, firms, corporations, Joint Ventures/partnerships, and/or other parties interested in the Bid as principals are those listed as such in the Bid Forms; and that,
2. The Bid has been prepared without collusion with any other person, firm, corporation, Joint Venture/partnership, and/or other party.

(Joint Ventures/partnerships are to provide a signed copy of their agreement with their bid)

Bidder's Name: Balfour Beatty / Kemp Bros. Joint Venture

Business Address: 1050 Lakes Drive, Ste. 200

West Covina, CA 91790

Contractor's License No.: 998447

License Expiration Date: 11/30/2016

Classification Type: A

Phone: 909-770-7020 Fax: 909-770-7021



Signature of Authorized Official

Crandall Bates
Type or Print Name

Vice President
Title

22 January 2015
Date

Crandall Bates _____ being duly sworn, deposes and says
Name

That he/she is the Vice President _____ of Balfour Beatty / Kemp Bros. JV
Title Company

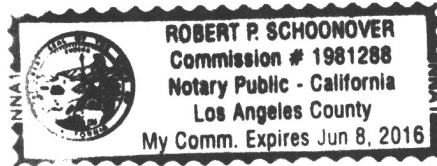
and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before this 22 day of January, 2015.

Notary Public:

Robert P. Schoonover

My Commission expires: June 8, 2016



CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

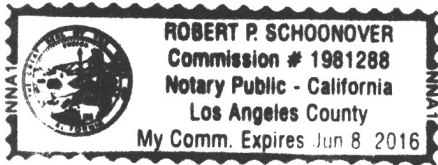
~~1~~
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~~_____
Signature of Document Signer No. 1~~ ~~_____
Signature of Document Signer No. 2 (if any)~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me
on this 15 day of JANUARY, 2015,
by Date Month Year
(1) CRANDALL BATES
(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Robert P. Schoonover
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: SOUTHWEST YARD BID FORMS Document Date: 1/22/15
Number of Pages: _____ Signer(s) Other Than Named Above: No OTHER SIGNERS

JOINT VENTURE AGREEMENT

between

BALFOUR BEATTY INFRASTRUCTURE, INC.

and

KEMP BROS CONSTRUCTION INC.

for the

**LA METRO CRENSHAW / LAX CORRIDOR
C0991 DIVISION 16: SOUTHWESTERN YARD PROJECT**

JOINT VENTURE AGREEMENT

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JOINT VENTURE AGREEMENT

THIS AGREEMENT, dated the __ day of _____, 2014, is between **Balfour Beatty Infrastructure, Inc. ("BBII")** of 999 Peachtree Street, NE, Suite 200, Atlanta, Georgia 30309-3964 and **Kemp Bros Construction Inc. ("Kemp")** of 10135 Geary Avenue, Santa Fe Springs, CA, 90670 (hereinafter collectively referred to as the "Parties" or the "Joint Venturers").

WHEREAS, the Parties have formed a Joint Venture by this Agreement to present a proposal for the Crenshaw / LAX Corridor C0991 Division 16: Southwestern Yard Project administered by the Los Angeles County Metropolitan Transportation Authority ("Project"); and, if selected as a result of the Proposal (as hereinafter defined), agree to contract for and perform services in connection with the Project, pursuant to the terms and conditions of the Contract (as hereinafter defined) and of this Joint Venture Agreement and any addenda thereto.

NOW IT IS HEREBY agreed as follows:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

The "**Joint Venture**" shall mean Parties hereto acting in collaboration under the name of Balfour Beatty / Kemp Bros Joint Venture ("BBKB JV") or any other such names as the Parties may agree for the purpose of carrying out the Work.

The "**Joint Venturers**" shall mean the Parties hereto acting collectively as the "Joint Venture".

The "**Authority**" shall mean the Los Angeles County Metropolitan Transportation Authority ("Authority").

The "**Work**" or "**Project**" shall mean the work described within the Contract but generally:

Design and Construction of a new Metro Light Rail Vehicle (LRV) operations and maintenance facility, to be constructed within an approximate 18-acre site located near Los Angeles International Airport

and shall include any addition or variation thereto or therefrom which may be ordered under the terms of the Contract and any other addition or variation thereto which may hereafter be agreed to by the Joint Venturers in accordance with the provisions of this Agreement.

The "**Proposal**" either individually or collectively shall mean the Proposal prepared by the Joint Venturers for carrying out the work as described by the Contract and, if the

Joint Venture is awarded the Contract, the Proposal prepared by the Joint Venturers for completing the entire scope of the Project.

The "**Contract**" either individually or collectively shall mean the Contract to be entered into between the Joint Venture and the Authority for the execution of the Work.

The "**Management Board**" shall mean the Board constituted under Article 9.

The "**Managing Partner**" shall mean BBII.

The "**Project Manager**" shall mean a project manager appointed pursuant to Article 9.

2. PARTICIPATION

2.1 Each of the Joint Venturers agrees to place at the disposal of the Joint Venture the resources required by the Management Board (and which it is reasonably able to provide) and the benefit of all its experience, technical knowledge and skill. Each of the Joint Venturers shall in all respects be bound to and bear its share of the responsibility and burden of completing the Contract including providing information advice and assistance for the execution of the Work.

2.2 The respective interests of the Joint Venturers in the Joint Venture shall be:

- | | |
|---------|-----|
| a) BBII | 60% |
| b) Kemp | 40% |

and, except insofar as the contrary is expressly provided in this Agreement, all rights, interests, liabilities, obligations and risks and all net profits and net losses arising out of the Contract shall be shared or borne by the Joint Venturers in proportion to these interests (hereinafter referred to as the "Financial Interests"), except that each of the Joint Venturers shall be separately and solely liable for all costs and expenses it may expend or incur in connection with the preparation, and submission of the Proposal.

3. PREQUALIFICATION

3.1 N/A.

4. PREPARATION AND SUBMISSION OF THE PROPOSAL

4.1 The Joint Venture shall submit a Proposal to the Authority for the execution and carrying out of the Work. The Proposal shall be in such form and shall contain

such terms and conditions, rates and prices as the Joint Venturers shall unanimously agree.

- 4.2 The Proposal shall be subject to and will not be submitted without the prior written approval and agreement of the Joint Venturers.
- 4.3 After the preparation, approval, and submission of the Proposal, the Joint Venturers shall be jointly and severally bound by its provisions and neither Joint Venturer shall vary the same including, but not limited to by negotiation with the Authority upon terms for the Contract, without the previous written consent of the other Joint Venturer.
- 4.4 The responsibility for providing any bonds, guarantees or indemnities required by or arising out of the terms and conditions of the Proposal or the Contract shall rest on the Joint Venturers in proportion to their Financial Interests and shall be a chargeable expense to the Joint Venture.

5. PROPOSAL EXPENSES

Each of the Joint Venturers shall be separately and solely liable for all costs and expenses it expends or incurs in connection with the preparation, submission and negotiation of the Proposal, but without prejudice to the rights of any Joint Venturer against another arising out of any previous breach or non-observance of any of the provisions hereof.

Notwithstanding the responsibility of each Joint Venturer for its own proposal costs and expenses, the Joint Venturers shall be responsible in proportion to their Financial Interests for all third party costs and expenses, including for any design teaming partners, which they mutually and unanimously agree shall be incurred in connection with the Proposal.

6. ACCEPTANCE OF THE PROPOSAL

If the Authority accepts the Proposal within the validity period of the Proposal or as extended by the agreement of the Joint Venturers, such acceptance shall be jointly binding on the Joint Venturers in accordance with the terms of this Agreement and they shall thereupon enter into the Contract with the Authority and shall faithfully perform and observe all the terms and conditions thereof as to each other and as to the Authority.

7. BANK ACCOUNTS AND WORKING CAPITAL

- 7.1 Upon acceptance of the Proposal as aforesaid (or previously if the Joint Venturers shall so have decided), the Joint Venturers shall open such banking accounts or accounts with such bankers in such name or names and at such place or places as the Management Board shall direct. No bank account may be opened or closed, except upon approval by the Management Board.

- 7.2 The said banking account or accounts shall be operated and checks thereon shall be drawn in accordance with the Management Board's direction.
- 7.3 Unless the Joint Venturers agree in writing, the Joint Venture shall not borrow any sums of money. The Joint Venturers shall provide, in proportion to their respective Financial Interests, the Working Capital necessary for the proper carrying on of the Joint Venture in such amounts and on such dates as the Management Board may resolve.
- 7.4 Unless the Joint Venturers agree in writing, no payments shall be made or monies withdrawn from any such banking account or accounts except for the purposes of the Joint Venture.
- 7.5 All sums any of the Joint Venturers receives on behalf of the Joint Venture shall promptly be paid to the credit of such account or accounts as the Management Board shall direct.
- 7.6 The Joint Venturers shall be reimbursed their costs incurred associated with the Joint Venture as elsewhere specified in this Agreement from the said banking account or accounts.
- 7.7 Excess cash in said bank account or accounts which is not required for the day to day operation of the Joint Venture or an interim profit allocation, should be regularly evaluated for distribution, and may only be distributed to each Joint Venturer as agreed by the Joint Venturers. The Joint Venturers agree that when the Vertical Work (Vertical Work is defined as Work associated with all Structures B-01_through B-14) is 50% complete on cost, then 25% of the then current forecast margin will be distributed to the Joint Venturers. It is further agreed that if the project (at the 50% complete on cost stage of the Vertical Work described above) is forecasted not to earn any profit margin, there will be no distribution. If not distributed, excess cash shall be invested in money market accounts, certificates of deposit, U.S. Government Securities or commercial paper rated A-1, P-1 or better. Earnings from such investments shall be credited to the accounts of the Joint Venture. Distributions may be made to cover the Joint Venturers annual tax liabilities related to the Joint Venture.

8. NON-PAYMENT OF WORKING CAPITAL

- 8.1 Should either of Joint Venturers fail to pay its contribution to Working Capital on such date as the Management Board has resolved in accordance with Article 7.3 hereof, the other Joint Venturer (non-defaulting Joint Venturer) shall forthwith make up the defaulting Joint Venturer's contribution. The defaulting Joint Venturer shall pay interest on such contribution to the non-defaulting Joint Venturer at the annual rate of four (4) per centum above the prime rate as published in the Wall Street Journal on a day-to-day basis from the due date of

payment of its contribution until it makes payment thereof or until adjustment of the Parties' Financial Interests under Clause 2 hereof, provided that the acceptance of payment of such interest shall be without prejudice to any other rights of the non-defaulting Joint Venturer under this Agreement.

- 8.2 Should the Joint Venturer in default fail to pay its said contribution within a period of twenty-eight (28) days of the due date, then the non-defaulting Joint Venturer may treat the non-payment as a material breach, serve notice under Article 18.1 and (without prejudice to any other rights which they may have) notify the defaulting Joint Venturer that it shall not thereafter be entitled to pay any further sum or sums to provide Working Capital for the Joint Venture. Thereafter, the non-defaulting Joint Venturer shall make all contributions to Working Capital (except where otherwise provided in Article 8.3 hereof). The Financial Interests of the Joint Venturers shall thenceforth be adjusted from time to time pro-rata to the sum or sums respectively provided by each Joint Venturer as Working Capital for the Joint Venture, provided the liability of the Joint Venturer in default for costs, expenses and pecuniary obligations (including, but without limitation, losses arising from the Contract) shall remain in proportion to the originally stated Financial Interest set forth in Article 2.2.
- 8.3 Should the non-defaulting Joint Venturer later give its approval in writing to the payment of some further sum or sums by the Joint Venturer in default, then such sum or sums shall be deemed to be a contribution towards Working Capital for the Joint Venture and the Financial Interests of the Joint Venturers shall thereupon be readjusted accordingly.

9. EXECUTION AND CONTROL OF WORK

9.1 Management Board

- a) Upon award of the Contract, the Joint Venturers shall establish a committee (hereafter called "the Management Board").
- b) The management of the Joint Venture will be subject to the overall control of the Management Board which shall be made up of four (4) representatives, of which two shall be nominated in writing by each of the Joint Venturers.
- c) Each of the Joint Venturers may change its representative(s) at any time by written notice to the other Joint Venturers.
- d) Each representative may appoint in writing by letter or facsimile an alternate to attend, speak and vote on the Joint Venturer's behalf at any meeting of the Management Board.

- e) The Joint Venturer's representatives shall have the number of votes equal to its Financial Interests regardless of the number of representatives present at any Management Board meeting. Other than as set forth herein, a quorum of the Management Board shall be one representative from each of the Joint Venturers, except as provided in Article 9.1 (k) below.
- f) Other than as set forth herein, any decision of the Management Board shall be made by a majority vote of the Financial Interests.
- g) The Management Board shall appoint one of the BBII representatives to act as Chairman. The Chairman shall not be entitled to a second or tie-breaking vote.
- h) The Management Board shall direct from time to time the methods and nature of performance of the Project and this Agreement and the management powers and duties to be delegated to the Project Manager and to any other person or persons. The Management Board shall be responsible for the direct management and supervision of the performance of the Project and this Agreement.
- i) The Management Board shall meet at least once every two months. In addition, the Management Board shall meet at the request of any Joint Venturer or the Project Manager. Each Joint Venturer shall receive at least fourteen (14) days' written notice from the Secretary of all meetings of the Management Board together with an Agenda thereof unless the Joint Venturers shall have agreed a lesser period or the meeting shall be a resumed meeting. The Secretary shall arrange the time and place for meetings of the Management Board in consultation with the Chairman. The Secretary shall record the resolutions of the Management Board in Minutes and shall forward the same to the Joint Venturers as soon as is practicable, but in any event within twenty-one (21) days of the meeting. Such Minutes shall be deemed approved if no objections have been raised within a period of twenty-one (21) days after the receipt thereof. If any Joint Venturer does not receive a copy of the Minutes of the meeting within thirty (30) days of the date of the meeting, such Joint Venturer shall notify the Secretary promptly.
- j) Decisions of the Management Board can also be reached by correspondence, facsimile or by telephone (where confirmed subsequently in writing) if the Joint Venturers have agreed to such form of decision. The Secretary shall promptly confirm all decisions arrived at by correspondence, facsimile or telephone in letters to the Joint Venturers.
- k) If at least one representative or alternate of a Joint Venturer fails to attend a duly convened meeting or reconvened meeting of the Management Board, the meeting shall be adjourned for at least 48 hours and the Joint

Venturers shall immediately be notified by telephone or facsimile of such adjournment and if at least one representative or alternate of that Joint Venturer fails to attend the resumed meeting, then decisions made by those represented at such meeting shall constitute decisions of the Management Board for the purpose of this Agreement.

- l) No remuneration shall be paid to the members of the Management Board for attendance at its meetings. Reasonable travel and accommodation expenses in connection with meetings of the Management Board for the representatives or alternates of the Joint Venturers will (subject to the approval of the Management Board) be chargeable to the Joint Venture.

9.2 **Project Manager**

- a) Subject to the overriding authority of the Management Board and subject to Attachment A hereof, the Project Manager, who shall be selected and is removable at will by the Management Board shall supervise, direct, and manage the performance of the Contract. The Project Manager shall have the authority as provided for in subparagraph (b) of this article, to bind the parties in connection with all or any part of the performance of the Contract and will be given limited written power of attorney by the Joint Venturers if required. The Project Manager shall attend the meetings of the Management Board. He shall not, however, be entitled to vote at the Management Board unless he is an appointed representative or alternate.
- b) The duties, responsibilities and terms of the Project Manager shall be decided by the Management Board and in no event shall the Management Board delegate to the Project Manager authority to make decisions in respect of those matters contained in Attachment A hereof.
- c) The Joint Venture shall bear the full cost of employing the Project Manager, unless the Joint Venturers otherwise agree.
- d) The Project Manager shall be the designated point of contact with the Authority.

9.3 **Secretary**

The Management Board shall appoint the Secretary of the Joint Venture who shall perform the duties delegated by the Management Board.

9.4 **Staff**

- a) Supervisory staff which the Project Manager reasonably requires for the execution of the Work shall be appointed from the employees of the Joint

Venturers and/or be engaged by the Joint Venture on terms approved by the Management Board.

- b) All other staff the Project Manager deems necessary for the execution of the Work shall be appointed from the employees of the Joint Venturers and/or be engaged by the Joint Venture on terms approved by the Project Manager.
- c) The Joint Venturers shall appoint to the Joint Venture such of their employees as the Project Manager shall reasonably require and the Joint Venturers can reasonably provide.
- d) All personnel employed full time on the Work shall be at the disposal of the Project Manager, as he or she considers expedient.
- e) Personnel whom the Joint Venturers appoint may not be withdrawn before their terms of appointment to the Joint Venture expire without the prior consent of the Project Manager or approval by the Management Board. Such consent shall not be unreasonably withheld by either of the Joint Venturers.

10. CONSTRUCTION EQUIPMENT

- 10.1 The Joint Venture shall obtain all construction equipment required to enable the Work to be carried out effectively in accordance with the procedures and criteria the Management Board defines and approves. The Joint Venture will either purchase the major items of construction equipment or where the required period of use or type of equipment is such as to render it more economical it shall lease such equipment either from one of the Joint Venturers or from external sources.
- 10.2 Should the Joint Venture purchase the construction equipment it will do so with the funds available in its own bank account(s) and when the construction equipment is no longer required, it shall be sold. The sale proceeds will be paid into the Joint Venture bank accounts(s) and will be dealt with as a part of the funds of the Joint Venture.
- 10.3 Prior to the sale of any construction equipment the Joint Venture shall develop a disposal plan for review and approval by the Management Board. Once approved, all disposals or sales shall conform to such disposal plan unless otherwise approved by the Management Board.

11. PURCHASES AND SUBCONTRACTS

Subject to any instructions the Management Board may from time to time issue and the provisions of Attachment A hereof, the Project Manager will make such purchases and place such orders with suppliers and subcontractors in the name of the Joint Venture.

However, where one of the Joint Venturers can obtain specially favorable terms in respect of purchases the Joint Venture requires, the purchase may be made in the name of any Joint Venturer as agent for the Joint Venture if the Management Board so approves in advance. The Joint Venture shall reimburse the actual cost of such purchases to the Joint Venturer incurring the same.

12. SERVICES

Any Joint Venturer shall be entitled to prompt reimbursement for expenses borne, incurred, or advanced on behalf of the Joint Venture as follows:

A Joint Venturer which incurs direct costs and expenses (such as salaries paid to Partner employees) relating to Joint Venture operations shall be reimbursed promptly by the Joint Venture upon billing by the Partner in accordance with the billing rates or other compensation methods approved by the Joint Venture Board. The Joint Venture Board shall approve the salaries and other compensations of all salaried staff prior to assignment to the Joint Venture. Such reimbursement shall be at the rate of 100% of the direct costs only, which shall include labor, payroll burden, benefits, and off-time earned while assigned to the project, but shall not include overhead or general and administrative costs.

Reimbursement of other costs, such as for salaried foremen, craft and miscellaneous labor support or expenses, in support of the Joint Venture will be agreed upon and documented between the Joint Venturers. Unless otherwise agreed, each Partner shall bear the time and expenses of its off-site representatives and Joint Venture Board members while serving in that capacity.

The Managing Partner shall be paid a management fee of one half percent (0.5 %) of the Client Contract price, and shall be automatically adjusted for approved changes in Client Contract price. The management fee shall be treated as a cost to the Joint Venture and shall be paid in equal monthly installments pro-rated over the life of the Project beginning upon the first payment by the Client and ending at final completion. Attachment C lists typical costs that could be incurred by the Managing Partner, with an indication of cost categories that would be covered by the management fee and those that would be separately billable to the Joint Venture under this section.

Joint Venturers shall submit to the Business Manager a monthly invoice with the cut-off dates consistent with established project accounting calendar. Upon receipt, the Business Manager will validate whether the invoice is compliant with the terms of the Joint Venture Agreement. Compliant invoices will be distributed for review and approval by the individual designated by the Partner to have authority to approve Partner invoices. The Business Manager shall resolve any review comments received. Reimbursement for approved invoices shall be remitted by the Joint Venture within ten (10) days receipt of corresponding payment from the Owner or, if none, then within thirty (30) day receipt of an approved invoice.

13. ACCOUNTS

- 13.1 The Project Manager shall keep on or near the site of the Work full and proper books of accounts and records relating to the Joint Venture and this Agreement and such books shall be promptly posted.
- 13.2 The said books and all documents or records shall be available at all times for inspection by the Joint Venturers and their appointed agents, and shall not be removed from the place where they are usually kept without the previous consent of the Joint Venturers. The Joint Venturers and their agents shall have the right to make copies of or take such extracts from the said books and documents as they shall think fit.
- 13.3 The fiscal year of the Joint Venture shall end on December 31. On the thirty-first day of December 2014 and on the thirty-first day of December in each successive year until the expiration of this Agreement an account shall be taken of all assets and liabilities of or relating to the Joint Venture and a balance sheet and a profit and loss account shall then be prepared in accordance with United States generally accepted accounting principles of which copies shall be supplied to the Joint Venturers by the thirty-first of March in the year following the end of each year. Within three calendar months of the delivery of such copies, any of the Joint Venturers shall be entitled to make such objection thereto as it shall think fit and if no such objection has been raised within this time specified the said statement of assets and liabilities, balance sheet and profit and loss account shall be final and binding upon the Joint Venturers. On or before February 28th of each year, appropriate federal and state income tax returns will be prepared and submitted to each Joint Venturer showing each Joint Venturer's pro rata share of the Joint Venture's profits and losses for the fiscal year ending the previous December 31st.
- 13.4 In addition to the said balance sheets and profit and loss accounts, there shall be prepared and submitted to the Joint Venturers for their information within four weeks of the expiration of each month a statement showing the financial position of the Joint Venture at the date of such statement and of all liabilities and payments due in respect thereof. Such statement shall be prepared in accordance with generally accepted accounting principles on the percentage completion method of accounting. In addition, each Joint Venturer will be entitled to receive, upon request, a copy of job cost details, the pay requests submitted to the Authority for the previous month and general ledger balances. The Project Manager shall prepare and submit to the Management Board a forecast of the cost to complete the Work on a quarterly basis.
- 13.5 All books of account and other financial documents including the accounts prepared in accordance with this Article shall be audited once a year if the Management Board or either Joint Venturer so requests. This audit shall be prepared by a firm of licensed or otherwise qualified independent certified

accountants of national or regional prominence agreed to and appointed by the Management Board at the cost of the Joint Venture. A request that the financial statements be audited can be made with respect to any financial statements at any time prior to the end of the three month period following delivery of such statements in accordance with Article 13.3.

- 13.6 The Managing Party will oversee the production of a detailed project cost forecast on at least a quarterly basis. It is intended that the Project Manager and the on-site staff will prepare this cost forecast. The forecast will be provided in hard copy to the Parties within one week of completion of the forecast. Subject to reasonable notice, either Party may request that an itemized and detailed review of the forecast is conducted jointly with the Project Manager and the project staff.

14. SALE OF ASSETS

Unless the Management Board unanimously agrees otherwise, all construction equipment, materials and other real or personal property the Joint Venture owns shall be sold at public auctions at time and places and with a reserve price the Management Board establishes. The proceeds of such sales shall be paid to the credit of the banking account or accounts of the Joint Venture. Nothing herein shall prevent any of the Joint Venturers from bidding at such public auctions.

15. FINAL ACCOUNT

On the Authority's payment to the Joint Venture of all monies due under the Contract and on receipt of the proceeds of the sale of all construction equipment, materials and other real or personal property sold in accordance with the provisions of Article 14 hereof, a final account or accounts shall be prepared which may be audited. The account or accounts will show deduction of such expenses of any Joint Venturer as shall have been approved by the Management Board, the sums sufficient to cover all taxation payable by the Joint Venture (as opposed to the individual taxation liability of each Joint Venturer), and the total net profit earned or loss incurred by the Joint Venture. Upon the Joint Venturers agreeing on such account or accounts, the net profit earned or loss incurred shall be divided among them in proportion to their Financial Interests and the said banking account or accounts shall be closed after any outstanding balance therein due to any Joint Venturer shall have been paid out of it; provided that nothing herein contained shall prevent interim divisions of profit or return of Working Capital in proportion to their Financial Interests if the Management Board approves.

16. PAYMENT OF FEES, CHARGES, AND OTHER COSTS

Fees, charges and other costs which a Joint Venturer incurs, with the Management Board's prior approval, on behalf of the Joint Venture shall be paid to that Joint Venturer as they are incurred in such currencies and at such places as the Management Board directs.

17. INSURANCE AND INDEMNITIES

- 17.1 Each Joint Venturer shall indemnify and hold harmless the other from and against claims, damages, losses, expenses and attorney's fees arising out of the Joint Venturer's performance under the Agreement; provided that such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property caused in whole or in part by such Joint Venturer's grossly negligent acts or omissions.
- 17.2 For the purposes of this Article 17, the term "Joint Venturer" shall include agents and employees.
- 17.3 If possible, each Joint Venturer shall insure its indemnity duties and obligations referred to in this Article 17 to the fullest extent that the Management Board shall from time to time decide and provide policies of insurance and receipts for paid up premiums, which shall be available for the Joint Venture's or a Joint Venturer's inspection at all reasonable times during the life of the Agreement.
- 17.4 Each Joint Venturer shall indemnify and save harmless the other Joint Venturer to the extent it is called upon for any payment, judgment, damage or cost of the Joint Venture which exceeds such Joint Venturer's pro-rata share thereof based on their Financial Interest. In addition, notwithstanding the joint and several nature of any guaranty or obligation the Joint Venturers hereby enter with respect to the Joint Venture liabilities, as between them, their liability for repayment shall be in proportion to their respective originally stated and unadjusted Financial Interest as set forth in Article 2.2. Each Joint Venturer (the "Indemnitor") shall indemnify and hold harmless the Joint Venture and the other Joint Venturer from and against any loss, expense, damage or injury it suffers or sustains by reason of any activities or obligations of the Indemnitor which are conducted or incurred outside the scope of this Agreement, which are in material breach of this Agreement, or which are transacted in a grossly negligent fashion including, but not limited to, any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim. Notwithstanding the foregoing, except for a liability or obligation a Joint Venturer individually assumes or guarantees which the Management Board approved and authorized, neither the Joint Venture nor either Joint Venturer shall be liable to indemnify the other Joint Venturer for such liability, guaranty or obligation individually assumed.

18. DEFAULT

- 18.1 If a Joint Venturer (hereinafter called "the defaulting Joint Venturer" which expression shall include any successors, assigns or legal representatives) has committed any material breach of the terms of this Agreement and failed to remedy the same within twenty-eight (28) days of written notice from the other

Joint Venturer, then the other Joint Venturer (hereinafter called "the continuing Joint Venturer") shall be entitled, in addition to any other right or remedy, to exclude the defaulting Joint Venturer from further participation in the Joint Venture and in the management and control thereof and may take over its interest under this Agreement in proportion of their Financial Interests, or as otherwise agreed, but without releasing it from its obligations to bear in proportion to its originally stated and unadjusted Financial Interest as set forth in Article 2.2, any costs, expenses and pecuniary obligations (including losses arising from the Contract). In addition, the continuing Joint Venturer shall have the right to wind up the Joint Venture to carry on and complete the performance of the Contract itself. The determination of a material breach and that this has not been remedied within 28 days of written notice from a Joint Venturer, shall only be made by mutual agreement of the Joint Venturers or through Article 20 hereof.

- 18.2 In the event a Joint Venturer becomes insolvent or has a receiver, administrator or manager appointed over all or any part of its assets or goes into liquidation (unless the liquidation shall be for the sole purpose of reconstruction or amalgamation of a solvent Joint Venturer) (hereinafter called "the bankrupt Joint Venturer"), the other Joint Venturer may avail itself of the same remedies as provided against a defaulting Joint Venturer upon providing the bankrupt Joint Venturer three (3) days written notice by hand-delivery or by facsimile with a copy by U.S. Certified Mail return receipt requested, unless the bankrupt Joint Venturer, its surety, or the trustee:
- (a) promptly cures all defaults;
 - (b) provides adequate assurances of future performance;
 - (c) compensates the other Joint Venturers for actual pecuniary loss resulting from such defaults; and
 - (d) assumes the obligations of the bankrupt Joint Venturer under this Agreement within the statutory time limits.
- 18.3 The continuing Joint Venturer shall have the right to retain for the completion of the Work all assets of the Joint Venture and all construction equipment and materials the defaulting Joint Venturer had provided, hired, purchased or acquired at the time when the defaulting Joint Venturer was excluded until the completion of the Work and the Authority's acceptance of same. The defaulting Joint Venturer shall execute and deliver all documents and do all other things necessary or expedient to facilitate the exercise of such right and allow the continuing Joint Venturer to proceed with the performance of the Contract (including, but not limited to, the operation of any bank accounts in the name of the Joint Venture without reference to the defaulting Joint Venturer). In such event, all reference in this Agreement to the administration and direction of the Joint Venture by the

Joint Venturers (whether through the Management Board or the Joint Venturers directly) shall be deemed to exclude the defaulting Joint Venturer.

- 18.4 Upon completion or sooner termination of the Contract and receipt of all amounts due under it, the continuing Joint Venturer shall account to the defaulting Joint Venturer (who shall be entitled to receive) an amount equal to the sum it provided towards the Working Capital together with its share of any profits earned and received as assessed up to the date when it was excluded from further participation pursuant to Article 18.1 hereof, but less its share of any losses resulting from the performance of the Contract whether such losses have arisen before or after the date of exclusion together with all costs, damages and expenses the continuing Joint Venturer incurred.
- 18.5 In the event that the share of the losses chargeable to the defaulting Joint Venturer and the costs, damages and expenses the continuing Joint Venturer incurred as aforesaid exceed the sums due defaulting Joint Venturer, the defaulting Joint Venturer shall promptly pay the excess to the continuing Joint Venturer on demand together with interest on such excess from the date of demand until payment (whether before or after judgement) at the same rate as that stated in Article 8.1.
- 18.6 The audited books of account of the Joint Venture shall be deemed to be conclusive evidence for the purpose of establishing the amount of any profit realized or loss sustained as of the date of audit.

19. DURATION OF AGREEMENT

The Agreement shall be deemed to have started on the date hereof and shall continue:

- a) until the Joint Venturers decide not to present a proposal, or
- b) until award of the Contract by the Authority to others, or
- c) until the termination of this Agreement by mutual consent of the Joint Venturers.

In the event the Authority awards the Contract to the Joint Venture, this Agreement shall continue until the latest of any of the following to occur:

- a) until Final Account has been made under Clause 15,
- b) until all Joint Venture liabilities under the Contract have been settled, or
- c) until the termination of this Agreement by mutual consent of the Joint Venturers.

Articles 5, 17, 20, 24 and 25 shall survive such termination.

20. DISPUTES AND ARBITRATION

- 20.1 Any dispute or controversy between the Parties, including, but not limited to any dispute in connection with the Work, this Agreement or the Contract shall attempt to be resolved by the Chief Executive Officers of BBII and Kemp Bros.
- 20.2 In the event that the dispute cannot be settled amicably in accordance with 20.1, then subject to the provisions of this Article, any Party shall be entitled to submit the dispute to binding arbitration by written notice to the other; provided that in all events the performance of this Agreement and of the Contract shall not directly or indirectly stop by reason of arbitration.
- 20.3 Unless otherwise mutually agreed, all arbitration arising under this Agreement shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the "Rules") then in effect. The arbitration panel's decision shall include findings of fact and conclusions of law and a taxing of costs and an award of reasonable actual attorney's fees against the Party which is least correct in its position, as determined by the arbitration panel.
- 20.4 The locale where the arbitration shall be held is Los Angeles, California or at such other place as the Parties may mutually agree. A transcript shall be made of the proceedings. The decision of the arbitration panel shall be final and binding. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 20.5 The arbitration panel may order limited discovery, in the form of production of documents and depositions, of evidence pertinent and material to the dispute. In ordering and administering any discovery, the arbitration panel and the Joint Venturers shall be mindful that one of the paramount benefits of arbitration to the Parties is the timely, expeditious, and inexpensive resolution of disputes.
- 20.6 In connection with all discovery and hearings regarding the arbitration, the arbitration panel shall have the power to enter such protective orders as are proper under the circumstances and the protective orders may be enforced by courts of competent jurisdiction.
- 20.7 Unless otherwise tolled or satisfied with respect to this arbitration, a demand for arbitration must be made within the time prescribed by applicable statutes of limitations.

21. ASSIGNMENT

Neither Joint Venturer shall have the right to assign any of the benefits or liabilities under this Agreement to any other company, firm or person without first obtaining the consent in writing of the other Joint Venturer and any attempt on the part of any Joint Venturer

to do so shall immediately entitle the other Joint Venturer to exclude the defaulting Joint Venturer from further participation in the Joint Venture with the same consequences as would apply under Article 18 hereof if that Joint Venturer was a defaulting Joint Venturer. Such consent shall not be unreasonably withheld by either of the Joint Venturers.

22. CREDIT

Nothing in this Agreement or in the Contract shall authorize either of the Joint Venturers to pledge the credit or incur liabilities or obligations binding upon the other except insofar as the other has so authorized.

23. PUBLICITY

Either of the Joint Venturers may advertise as it thinks desirable subject to consultation with the other Joint Venturer. When the subject matter of any advertisement involves the other Joint Venturer or the Work, such advertisements and relevant publication shall be subject to the prior written approval of the other Joint Venturer and where practicable make due reference to and acknowledgement of the participation in and Work performed or to be performed by the other Joint Venturer under the Contract.

24. CONFIDENTIAL INFORMATION

All documentation, data and information, whether technical, business, financial or otherwise, acquired by a Party from the other Parties shall be treated as confidential and proprietary by the recipient and shall not be used other than for the purposes of performing such acquiring Party's duties as set forth in the Agreement, any addendum thereto, or the Contract without the prior written consent of the Party from which the information was acquired, unless such information:

- a) Is, or later becomes, public knowledge other than by breach of responsibilities in the foregoing paragraph, or
- b) Is in the possession of the recipient with the full right to disclose prior to receipt from another Party; or
- c) Is independently received by the recipient from a third party, with no restrictions on disclosure.

The provisions of this clause shall survive the termination of the Agreement.

25. PIRATING EMPLOYEES

Each Joint Venturer agrees that upon entering into this Agreement and for a period of not less than one year following the Final Completion of the Contract, said Joint Venturers and their subsidiaries and affiliates shall not make offers, enticements and/or

inducements to cause employees of another Joint Venturer to leave the employ of that Joint Venturer and enter into employment with the other Joint Venturer and/or any affiliate or subsidiary of the Joint Venturer. This provision is limited to a Joint Venturer's employee who participated in some material way with the Work.

26. AMENDMENTS

This Agreement supersedes all prior agreements between the Joint Venturers in connection with the Joint Venture, written or oral. Any amendments or modifications to the terms hereof shall only be effected in writing signed by the Joint Venturers.

27. LAW APPLICABLE

This Agreement shall in all respects be construed and interpreted in accordance with the laws of the State of California. With respect to any proceeding in regard to the enforcement of or vacation of any arbitration process or decision referred to herein, the Joint Venturers hereby submit themselves to the jurisdiction of Los Angeles where exclusive jurisdiction shall rest.

28. SEVERABILITY

Invalidity of any of the terms of this Agreement shall not affect the validity of the remainder. Invalid terms shall be amended or replaced to maintain the purpose and continuity of the Joint Venture.

29. SAFETY AND ENVIRONMENTAL PROCEDURES

The Joint Venturers shall mutually agree upon and adopt safety and environmental compliance programs for the project that are no less rigorous than the safety and environmental standards adopted by either Joint Venturer.

30. GUARANTEE AND INDEMNIFICATION AGREEMENT

N/A

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have hereunder set their hands on the dates set forth below:

BALFOUR BEATTY INFRASTRUCTURE, INC.

(Signature)

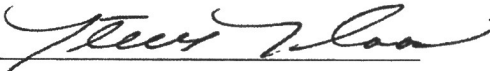


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Roger Wilson, Vice President, Transit Division

Date: 1/5/15, 2014~~5~~

KEMP BROS CONSTRUCTION INC.

(Signature) 

(Printed Name & Title)

Steven R. Solaas, CEO

Date: 12.19, 2014

ATTACHMENT A

MATTERS OUTSIDE THE AUTHORITY OF THE PROJECT MANAGER

1. Any matter which is referenced in the Agreement as a matter to be addressed by the Management Board.
2. Establish rates, prices, terms and conditions (including Bonds and Guarantees) to be included in the Proposal.

3. Purchases or leases of construction equipment of value in excess of \$ 25,000 (twenty five thousand dollars) required for the Work.
4. Requests for Working Capital.
5. Commitment to extensions of, additions to, or omissions from the Work of value \$25,000 (twenty five thousand dollars) and above as described at the time of the award of the Contract.
6. Approval of all Joint Venture accounts.
7. Appointment of Accountants and Lawyers.
8. Insurance required in respect of the Work.
9. Subcontracts and material supply contracts over \$100,000 (one hundred thousand dollars) are to be dealt with by the Management Board.
10. Opening and operating of Joint Venture bank accounts.
11. Distribution of profits and/or losses.
12. Selling or disposing of equipment of the Joint Venture.
13. Approval of Final Account, including rates, prices, terms and conditions to be included.
14. Termination of the Joint Venture.
15. Approval of any financial transaction between the Joint Venture and a Joint Venturer and its Affiliate.
16. Settlement of claims and disputes of value in excess of \$25,000 (twenty five thousand dollars).

ATTACHMENT B

GUARANTEE AND INDEMNIFICATION AGREEMENT

N/A

ATTACHMENT C

MANAGING MEMBER/PARTNER COSTS

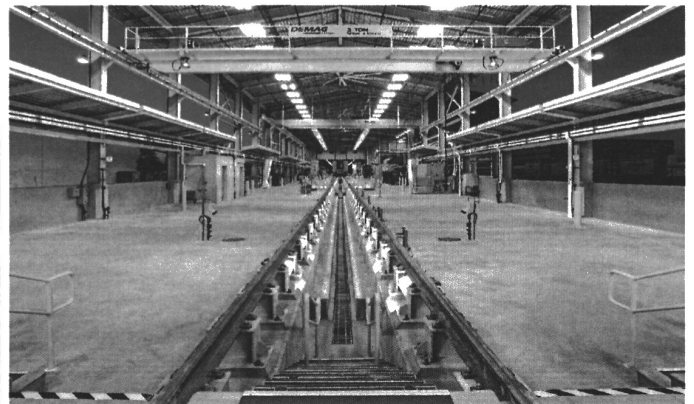
Cost Category	Covered in Management Fee	Billable to JV
Employee Compensation, Taxes, Benefits, Travel Expenses, Relocation Expenses, Personnel Placement Fees		

Home and Regional office based executives	X	
Home-office based personnel associated with the following functional support: Safety Labor Relations Human Resources Project Audit Information Systems (excluding special software development requirements and requests), Legal* Risk Insurance Tax (See Third-Part Expenses Below)	X	
Site-based executives, key personnel and staff while devoted to JV responsibilities		X
Home-office based personnel associated with the following functional support (excluding functions listed in the paragraph above and executives): Accounting and Administration Payroll Services Procurement Engineering and Construction Software Development Other Functions	X	
Systems (software, hardware and connectivity)		
Software as used by Managing Member/Partner on its own projects	X	
Other software and software development requirements or requests		X
Hardware for home-office based personnel	X	
Hardware for site-based personnel		X
Connectivity at home office	X	
Connectivity at site		X
Other connectivity and communications		X
Office Expenses		
Use of home office equipment, supplies and facilities	X	
Use of site office equipment, supplies and facilities		X
JV stationary, business cards, etc		X
Phone charges originating from home office	X	
Phone charges originating from site		X

Postage, shipping and courier expense from home office	X	
Postage, shipping and courier expense from site		X
Training Programs and Materials		
Standard Managing Member/Partner programs	X	
Third party programs and special development		X
Bank Charges on JV Accounts		X
JV accounts		X
Third Party Expenses incurred in providing support to the JV e.g. Outside Tax Counsel and Third-Party Advisors.		X
Company/JV Insurance Premiums and Deductibles (See Note 2)		X

Notes:

1. Consultation with Managing Member/Partner counsel is subject to counsel's determination that no conflicts exist relative to the ongoing representation of the Managing Member/Partner.
2. Partners will both seek quotes for the insurance premiums and jointly decide on the policy to be used. The partner that pays the premium for the policy that is chosen will bill the JV.
3. Proposal and Bidding expenses will be borne by the Partners and are not billable to the JV.
4. Any equipment and other materials that is rented to the Joint Venture by the partners will be charged to the Joint Venture on a monthly basis based on rates agreed to by the Joint Venture Board.



2.2 Bid Bond

BID BOND

**KNOW ALL MEN BY THESE PRESENTS:
THAT,**

Balfour Beatty / Kemp Bros Joint Venture as Principal
and,

Travelers Casualty and Surety Company of America as Surety

are held firmly bound unto the LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY, hereinafter called Metro,

in the sum of
Ten Percent of Amount Bid
(use words)

_____ DOLLARS

(\$), 10% of Bid
(figures)

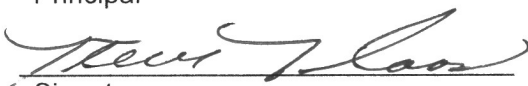
being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severably, firmly by these presents.

WHEREAS, said Principal has submitted a bid to Metro to perform all Work required under
Metro's Invitation For Bids (IFB) Contract No. (IFB No. C0991).


NOW, THEREFORE, if said Principal is awarded a Contract for the Work by Metro and, within
the time and in the manner required by the Invitation For Bids (IFB), enters into the written
Contract Agreement bound with said IFB and furnishes the required bonds, one to guarantee
faithful performance and the other to guarantee payment for labor and materials, and furnishes
the required certificate of insurance and Alcohol and Drug-Free Workplace Program, then this
obligation shall be null and void; otherwise, it shall remain in full force and effect. In the event
suit is brought upon this Bond by Metro and judgment is recovered, said Surety shall pay all
costs incurred by Metro in such suit, including reasonable attorneys' fees to be fixed by the
court.

SIGNED AND SEALED, this 22nd day of January, 2015

(SEAL)
Balfour Beatty / Kemp Bros
Joint Venture
Principal

BY: 
Signature
STEVE SOLAS

(SEAL)
Travelers Casualty and Surety
Company of America
Surety

BY: 
Signature
Carol S. Card, Attorney-in-Fact

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG:

I, Jennifer B. Gullett, a Notary Public in and for Rowan County, North Carolina, do hereby certify that Carol S. Card personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 22nd day of January, 2015



Jennifer B. Gullett
Notary Public

My Commission expires on the 26th day of August, 2014.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227367

Certificate No. 005932828

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Matthew W. Varner, Jennifer B. Gullett, Catherine Thompson, Walter Caldwell, Carol S. Card, and Amy R. Waugh

of the City of Charlotte, State of North Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of May, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 30th day of May, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

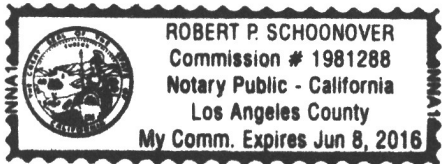
On 21 JANUARY 2015 before me, ROBERT P. SCHOONOVER, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEVE SOLAAS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Robert P. Schoonover
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

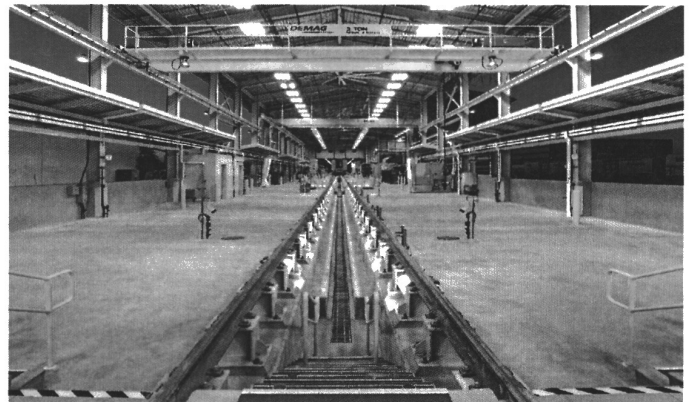
Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



2.3-A DBE Goal/Participation

**FORM 1 – PROPOSED LIST OF SUBCONTRACTORS AND SUPPLIERS – DESIGN
TO BE COMPLETED BY OFFEROR**

Offerors are required to list ALL (DBE and Non-DBE) first-tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women. Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Offeror's Name: Balfour Beatty / Kemp Bros. Joint Venture 2. Project Name: Division 16: Southwestern Yard
 3. Total Bid Price: \$9,682,500.00 4. Bid Due Date: 22 January 2015

	A	B	C	D	E	F	G
	NAME OF OFFEROR AND ALL SUBCONTRACTORS (1 ST TIER)	DESCRIPTION OF WORK	SUBCONTRACTORS: C = Consultant Or Contractor S = Supplier ¹ M = Manufacturer B = Broker ¹ T = Trucker	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR OTHER DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Offeror	Balfour Beatty / Kemp JV	Design/Build Contract	Prime's \$ Amount with its own workforce	\$0	\$	\$	\$
1.	STV	Design	C	\$9,453,500.00			
2.	Soteria Company	Syst. Safety Planning	C	\$229,000.00	\$229,000.00		\$229,000.00
3.							
4.							
5.							
6.							
7.							
8.							
9.	TOTAL BID PRICE (Should equal Line #3 above)			\$9,682,500	\$229,000.00	\$	\$229,000.00

¹If a RC DBE or RN DBE firm listed in column D and E are regular dealers enter 60% of the bid price in column G. If a RC DBE or RN DBE firm listed in column D-and-E and F are brokers, enter the total amount of the fees and /or commissions charges in column G. If a DBE business is listed to provide materials/supplies, only sixty-percent (60%) of the cost for materials/supplies will be counted toward the DBE.

FORM 2 – DBE AFFIDAVIT – DESIGN
TO BE COMPLETED BY OFFEROR ONLY

Part A: DBE GOAL DECLARATION

RC DBE GOAL ACHIEVED

The Offeror declares to the best of its knowledge, information and belief that by its efforts, it ACHIEVED a level of participation greater than or equal to the goal established for RC DBE participation.

The level achieved is TWENTY - ONE percent (21 %)

RC DBE GOAL NOT ACHIEVED

The Offeror declares to the best of its knowledge, information and belief that while it made efforts to achieve the RC DBE participation goal, it DID NOT ACHIEVE a level of RC DBE participation greater than or equal to the goal established for RC DBE participation.

The level achieved is _____ percent (_____ %)

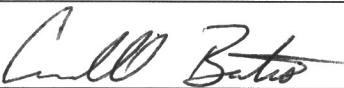
While the Offeror did exert efforts to achieve the goal, it was not successful. The Offeror certifies that, if requested, evidence of good faith efforts (GFE) will be submitted within forty-eight (48) hours of Metro's written request.

DO NOT INCLUDE EVIDENCE OF GOOD FAITH EFFORTS WITH BIDS/PROPOSALS

Part B: SIGNATURE

Executed on: 22 January, 2015, at, West Covina, California
Date City State

Business Name: Balfour Beatty / Kemp Bros. Joint Venture

Authorized Signature: 

Printed Name: Crandall Bates

Title: Vice President

E-mail: uyal@bbius.com

Phone: 909-770-7020

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – DESIGN

TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard

IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Subcontractor

(Sub.): STV, Inc.

2. Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture

3. Total Bid Price: \$9,453,500.00

Subs	A NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	B DESCRIPTION OF WORK	C SUBCONTRACTORS C = Consultant Or Contractor S = Supplier ¹ M = Manufacturer B = Broker ¹ T = Trucker Your business' \$ Amount	D BID PRICE	E BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	F BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	G TOTAL DBE BID PRICE (COL # E + F)
1.	STV, Inc.	Design		\$ 7,649,355.00	0	\$	\$ 0
2.	Auriga Corporation	Engineering Services	C	\$198,290.00	\$198,290.00		\$198,290.00
3.	Beyaz & Patel	Structural Eng Design	C	\$670,400.00	\$670,400.00		\$670,400.00
4.	Coast Surveying	Surveying	C	\$66,174.00	\$66,174.00		\$66,174.00
5.	Diaz Yourman & Assoc.	Geotech Eng.	C	\$273,900.00	\$273,900.00		\$273,900.00
6.	D'Leon Consulting Eng.	Engineering Support	C	\$272,240.00	\$272,240.00		\$272,240.00
7.	FMG Architects	Architect. Design	C	\$323,141.00	\$323,141.00		\$323,141.00
8.							
9. TOTAL BID PRICE				\$ 9,453,500.00	\$ 1,804,145.00	\$	\$ 1,804,145.00
(Should equal Line #3 above)							

Lower Tier Subcontractors

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – DESIGN

TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard

IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

- 1. Subcontractor (Sub.): Soteria Company
- 2. Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture

3. Total Bid Price: _____

	A	B	C	D	E	F	G
	NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	DESCRIPTION OF WORK	SUBCONTRACTORS C = Consultant Or Contractor S = Supplier ¹ M = Manufacturer B = Broker ¹ T = Trucker	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Subs	Soteria Company	Syst. Safety Planning	Your business' \$ Amount	\$ 229,000.00	\$ 229,000.00	\$	\$ 229,000.00
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above)				\$ 229,000.00	\$ 229,000.00	\$	\$ 229,000.00

Lower Tier Subcontractors

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Balfour Beatty / Kemp Bros. Joint Venture
2. Business Address: 1050 Lakes Drive, Ste. 200 W. Covina California 91790
Street City State Zip
3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: Los Angeles, California (_____)
State
5. Name of Owner: Joint Venture
Name Title
6. Owner(s) Ethnicity: N/A
7. Phone: (909) 770 - 7020
9. Email Address: uyal@bbiius.com
8. Fax: (909) 770 - 7021
10. Age of Business: _____ Years 3 Months
11. If your business requires a license, complete below:
 - a. License Type A
 - b. License # 988447
 - c. Expires on 11/30/2016
12. Business Annual Gross Receipts: N/A, New
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		
	Yes	No
14. Is your business currently participating in a Joint Venture? Yes No

If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name <u>Balfour Beatty Infrastructure Inc.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name <u>Kemp Bros.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name of Certifying Agency _____		

c. Business Name _____
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

FORM 4 - BUSINESS DATA SHEET – DESIGN (Continued)Page 2 of 2

Part C: Work Descriptions

16. RFIQ, IFB, or RFP # C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:

Design Build General Contractor

NAICS:

18. Will your business provide trucking company services on this project? Please mark one: Yes No

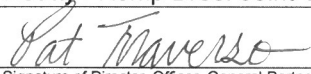
If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Balfour Beatty / Kemp Bros. Joint Venture

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Pat Traverso

Title: Assistant Secretary

Date: 22 January 2015

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: STV Incorporated
2. Business Address: 1055 West 7th Street, Suite 3150 Los Angeles, CA 90017
Street City State Zip
3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: Los Angeles (CA)
State
5. Name of Owner: David L. Borger, P.E. Senior Vice President
Name Title
6. Owner'(s) Ethnicity: _____
7. Phone: (213) 400 - 3978
8. Fax: (213) 482 - 5278
9. Email Address: david.borger@stvinc.com
10. Age of Business: 101 Years _____ Months
11. If your business requires a license, complete below:
 - a. License Type Not applicable
 - b. License # Not applicable
 - c. Expires on Not applicable
12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		
14. Is your business currently participating in a Joint Venture? Yes No

If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name <u>Not applicable</u>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

c. Business Name _____
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP

#: C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:

Multi-disciplinary engineering

NAICS: 541310, 541330

18. Will your business provide trucking company services on this project? Please mark one: Yes No


If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: STV Incorporated

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: David L. Borger, P.E.

Title: Senior Vice President

Date: January 21, 2015

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Soteria Company, LLC
2. Business Address: 28134 S. Western Ave., #150 San Pedro CA 90732
Street City State Zip
3. Mailing Address: 1637 266th Street Harbor City CA 90710
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: Los Angeles (CA)
State
5. Name of Owner: Thomas C. Griego Manager
Name Title
6. Owner'(s) Ethnicity: Hispanic American
7. Phone: (310) 753 - 7470 9. Email Address: tom.griego@soteriacompany.com
8. Fax: (310) 988 - 2638 10. Age of Business: 12 Years 3 Months
11. If your business requires a license, complete below:
 - a. License Type _____
 - b. License # _____
 - c. Expires on _____
12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No
 If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: <u>LACMTA</u>	<input type="checkbox"/>	<input type="checkbox"/>
14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

c. Business Name _____
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP #: C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:

System Safety and Security Planning, Analysis and Certification. Reliability,
Maintainability, Availability and Dependability Planning, Analysis and Demonstration.

NAICS: 541690


18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Soteria Company, LLC
Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business
Printed Name: Thomas C. Griego
Title: Manager
Date: 1/20/15



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM



December 3, 2014

CUCP #35641
Metro File # 4799

Thomas Griego
Soteria Company, LLC
1637 266th Street
Harbor City, CA 90710

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Griego:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541690	Other Scientific and Technical Consulting Services

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Tina Giles-Potter
Certification Consultant – SBEUS
Diversity & Economic Opportunity Department

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Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

December 3, 2014

Metro File # 4799

Thomas Griego
Soteria Company, LLC
1637 266th Street
Harbor City, CA 90710

Re: Small Business Enterprise Certification

Dear Mr. Griego:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
541690	Other Scientific and Technical Consulting Services

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Tina Giles-Potter
Certification Consultant, SBEUS
Diversity & Economic Opportunity Department

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

- 1. Business Name: Auriga Corporation
- 2. Business Address: 890 Hillview Court, Suite 130 Milpitas CA 95035
Street City State Zip
- 3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
- 4. County (and State) Business is located in: Santa Clara (CA)
State
- 5. Name of Owner: Parkash Daryani President
Name Title
- 6. Owner'(s) Ethnicity: Sub-Continent Asian
- 7. Phone: (408) 946 - 5400
- 8. Fax: (408) 942 - 9625
- 9. Email Address: pdaryani@aurigacorp.com
- 10. Age of Business: 24 Years _____ Months
- 11. If your business requires a license, complete below:
 - a. License Type Business License
 - b. License # 24899
 - c. Expires on 12/31/14
- 12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

- 13. Is your business currently a DBE? Yes No
 If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: <u>Pennsylvania Dept. of Transportation</u>		
- 14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
- 15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name <u>Not Applicable</u>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

c. Business Name Not Applicable
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP #: C0991
17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:
Engineering Services
Management Consulting Services
NAICS: 541330 , 541618

18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? N/A
- b. How many trucks does your company lease? N/A
- c. How many trucks are registered to your company? N/A

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Auriga Corporation

Authorized Signature: *Parkash Daryani*
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Parkash Daryani

Title: President

Date: December 12, 2014

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

AURIGA CORPORATION

890 HILLVIEW COURT, SUITE 130
MILPITAS, CA 95035

Owner: PARKASH DARYANI

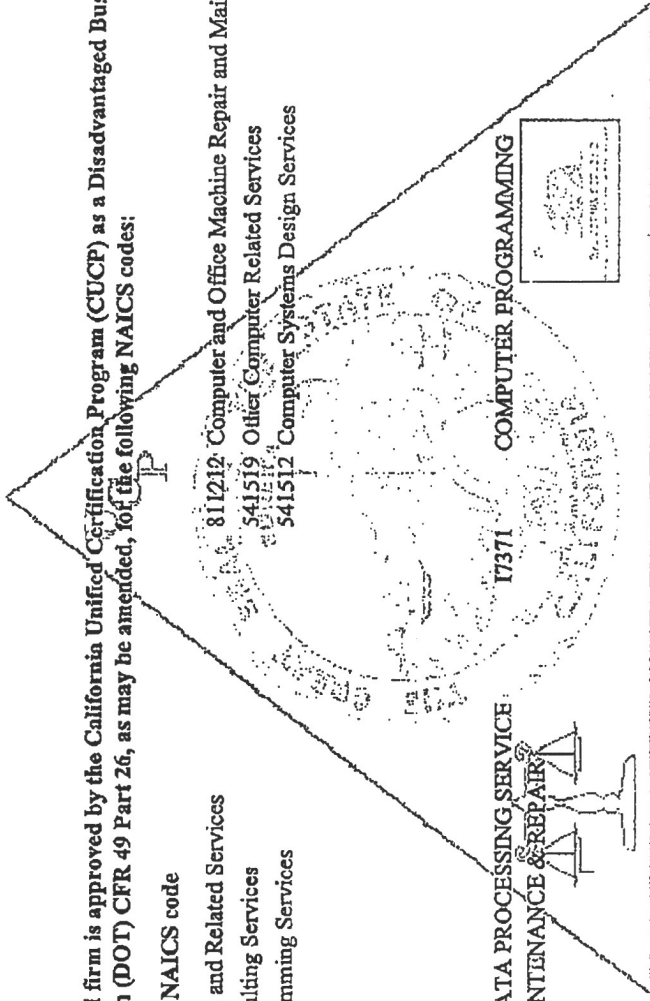
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 518210 Data Processing, Hosting, and Related Services
- 541618 Other Management Consulting Services
- 541511 Custom Computer Programming Services

- 811212 Computer and Office Machine Repair and Maintenance
- 541519 Other Computer Related Services
- 541512 Computer Systems Design Services



Work Category Code(s)

- 17370 COMPUTER & DATA PROCESSING SERVICE
- 17378 COMPUTER MAINTENANCE & REPAIR

- 17371 COMPUTER PROGRAMMING

Licenses

CERTIFYING AGENCY:

BAY AREA RAPID TRANSIT DISTRICT (BART)
300 LAKESIDE DRIVE, 18TH FLOOR
OAKLAND, CA 94612 0000

(510) 464-6195

UCP Firm Number: 31943

Parkash Daryani
CUCP OFFICER

September 14, 2012

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



Bay Area Rapid Transit District

Office Of Civil Rights
300 Lakeside Drive, 18th Floor
Oakland, CA 94612

June 25, 2014

Parkash Daryani
Auriga Corporation
890 Hillview Court, Suite 130
Milpitas, CA 95035

Subject: Request for Additional NAICS Codes for Auriga Corporation #31943

Dear Mr. Daryani:

After review of the supporting documentation submitted we have determined that Auriga Corporation has met the criteria for the following NAICS Code which has been added to your certification:

<u>NAICS Code</u>	<u>Description</u>
541330	Engineering Services

Should you have any additional questions, please do not hesitate to contact me at (510) 874-7326 or mowens@bart.gov.

Sincerely,

Muriel Owens
Administrative Analyst
DBE Operations



www.paucp.com

Moving Pennsylvania forward and
creating economic opportunities for all.

Pennsylvania Department of Transportation

Bureau of Equal Opportunity

P.O. Box 3251

Harrisburg, PA 17105-3251

Phone: (717)787-5891 or 1-800-468-4201

Fax: (717)772-4026

E-mail: penndotucpinfo@state.pa.us

August 1, 2014

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

RE: Pennsylvania Unified Certification Program
DBE Certification Approval

DBE Certification #14355
Anniversary Date - Annually, on: August 1

Attention: Parkash Daryani

The Pennsylvania Department of Transportation (PENNDOT), a certifying participant in the Pennsylvania Unified Certification Program (PA UCP), has reviewed your request for certification as a Disadvantaged Business Enterprise (DBE) and is pleased to inform you that your firm appears to meet the requirements established by the United States Department of Transportation in Title 49, Part 26 of the Code of Federal Regulations. Consequently, your firm is now certified as a DBE to participate in the program in the following classification(s) only:

NAICS Code 518210	“Data Processing, Hosting, and Related Services”
NAICS Code 541330	“Engineering Services”
NAICS Code 541511	“Custom Computer Programming Services”
NAICS Code 541512	“Computer Systems Design Services”
NAICS Code 541519	“Other Computer Related Services”
NAICS Code 541618	“Other Management Consulting Services”
NAICS Code 811212	“Computer and Office Machine Repair and Maintenance”

DBE certification continues from the date of this letter, but is contingent upon the firm renewing its eligibility annually with our office. You will be notified in advance of your obligation to provide to our office a copy of your renewal documents. These documents are also available online at www.paucp.com. However, the responsibility to assure continued certification is yours. Failure to continue your eligibility will result in immediate action to decertify the firm.

As long as your firm is listed in the PA UCP DBE Directory at www.paucp.com, you are DBE certified in Pennsylvania. In order to maintain an accurate Directory, we are requesting that you make the PA UCP aware of any changes in your address, telephone number or specific geographical area where your firm is willing to perform work. If you wish to expand your status

Certifying Participants

Allegheny County

Department of Minority, Women and
Disadvantaged Business Enterprises

City of Philadelphia

Philadelphia International Airport
DBE Program Office

PENNDOT

Bureau of Equal
Opportunity

**Port Authority of
Allegheny County**

Office of Equal
Opportunity

SEPTA

DBE Program Office

to include another type of business, you must contact the PA UCP for reevaluation prior to undertaking any projects as a DBE in the expanded area.

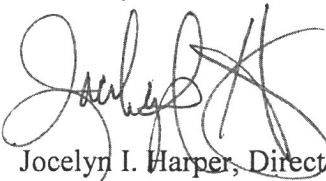
In the event of a change in circumstances affecting your ability to meet size, disadvantage, ownership, and control requirements of Part 26 or any material change in the information provided in your application form; you must inform the PA UCP by means of a Notice of Change Affidavit describing in detail the nature of such changes. You must submit a Notice of Change Affidavit (also available online) within 30 days of the occurrence of the change. Failure to do so will be deemed a failure to cooperate. We would also remind you that the PA UCP reserves the right to review your firm at any time to ensure compliance with the program.

Supplier firms that wish to act as a regular dealer must be aware that regular dealer credit cannot be given for drop shipments.

Certified firms with a "trucking" classification must be aware that certain conditions must be met in order to be considered commercially useful. Foremost, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals. The DBE trucking firm must itself own and operate at least one fully licensed, insured, and operational truck used on the contract. For a full list of these conditions, consult Part 26.55 (d)(1) through (6) of the aforementioned regulation.

We are pleased to have you as a Disadvantaged Business Enterprise and wish you success in acquiring work within the DBE program. If you have any questions, please contact my office at (717) 787-5891 or the 800 number listed at the top of this letter.

Sincerely,



Jocelyn I. Harper, Director
Bureau of Equal Opportunity

360/JIH/JMD

cc: CO File 13-053
Letter File
Vanessa Bigelow, Special Investigator

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Beyaz & Patel, Inc.
2. Business Address: 16935 W. Bernardo Drive, Suite 100, San Diego CA 92127
Street City State Zip
3. Mailing Address:
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: San Diego (CA)
State
5. Name of Owner: Subhash Patel, PE, SE Principal
Name Title
6. Owner(s) Ethnicity: Subcontinent Asian Indian
7. Phone: (858) 451 - 0374
8. Fax: (858) 271 - 9932
9. Email Address: spatel@beyazpatel.com
10. Age of Business: 39 Years 5 Months
11. If your business requires a license, complete below:
 - a. License Type Structural Engineering
 - b. License # S4233
 - c. Expires on 6-30-15
12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

- | | DBE | Non-DBE |
|--|-------------------------------------|--------------------------|
| a. Certified by the California Unified Certification Program (CUCP)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Certified by an organization outside of California? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Name of Certifying Agency: _____ | | |

14. Is your business currently participating in a Joint Venture? Yes No

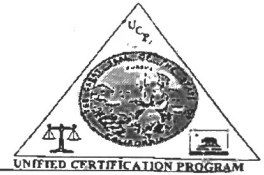
If "YES," a copy of the Joint Venture Agreement must be attached to this Form.

15. Name of Joint Venture and Partners. Is this business currently a certified DBE?
- | | DBE | Non-DBE |
|---------------------------------|--------------------------|--------------------------|
| a. Business Name _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| Name of Certifying Agency _____ | | |
| b. Business Name _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| Name of Certifying Agency _____ | | |

c. Business Name _____
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

CALIFORNIA UNIFIED CERTIFICATION PROGRAM (CUCP)



DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: (916) 324-0449
Fax : (916) 324-1862
TTY 711

September 2, 2014

Mr. Subhash Patel
Beyaz & Patel, Inc.
16935 West Bernard Drive, Suite 100
San Diego, CA 92127

Firm Number: 41751

Dear Mr. Patel:

I am pleased to advise you that after careful review of your application and supporting documentation, the California Department of Transportation (Caltrans) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation's Code of Federal Regulation (CFR) 49, Part 26, as amended.

Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under these specific areas of your expertise and license identified following a comprehensive review of your firm:

NAICS Category Codes	Description
541330	Engineering Services
541340	Drafting Services
541490	Other Specialized Design Services
541620	Environment Consulting Services
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific and Technical Services

Work Category Codes	Description
C8710	Engineering
C8715	Consultant, Engineering
C8716	Architectural Engineer
C8720	Civil Engineering
C8722	Environmental Engineer
C8765	Drafting

Mr. Patel
September 2, 2014
Page 2

Firm Number: 41751

Your DBE certification is recognized solely for the above codes. You may review your firm's information in the CUCP DBE Database, which can be accessed at Caltrans' Web site at <http://www.dot.ca.gov/hq/bep/>. Any additions and revisions must be submitted to Caltrans for review and approval.

In order to assure continuing DBE status, you must annually submit a No Change Declaration Form (which will be sent to you) along with supporting documentation. Based on your annual submission – that no change in ownership and control has occurred – or if changes have occurred, they do not affect your firm's DBE standing. The DBE certification of your firm will continue until or unless it is removed by Caltrans.

Also, should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business-size standards or personal net worth standard, please notify us immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Caltrans reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Caltrans.

For information on Caltrans' contracting opportunities, please visit our website at <http://www.dot.ca.gov/hq/esc/oe/>.

Congratulations, and thank you for your continued interest in participating in the DBE Program. I wish you every business success.

Sincerely,


JANICE SALAIS
Chief
Certification Branch

FORM 4 - BUSINESS DATA SHEET – DESIGN (Continued)Page 2 of 2

Part C: Work Descriptions

16. RFIQ, IFB, or RFP #: C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:

Provide structural engineering design, drawings, specifications and construction support services.

NAICS: 541330, 541340, 541490, 541620, 541690, 541990

18. Will your business provide trucking company services on this project? Please mark one: Yes No


If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Beyaz & Patel, Inc.

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Subhash Patel

Title: Principal

Date: 12-09-2014

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: COAST SURVEYING, INC.
2. Business Address: 15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780
Street City State Zip
3. Mailing Address: Same
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: ORANGE (CA)
5. Name of Owner: RUEL del CASTILLO PRESIDENT
Name Title State
6. Owner'(s) Ethnicity: HISPANIC
7. Phone: (714) 918 - 6266
8. Fax: (714) 918 - 6277
9. Email Address: ruel.delcastillo@coastsurvey.com
10. Age of Business: 33 Years 4 Months
11. If your business requires a license, complete below:
 - a. License Type LAND SURVEYOR
 - b. License # PLS 422
 - c. Expires on 6/30/16
12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No
 If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		
14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

c. Business Name _____
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP #: C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:

SURVEYING

NAICS: 541370

18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? N/A
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: COAST SURVEYING, INC.

Authorized Signature: Ruel del Castillo
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: RUEL del CASTILLO

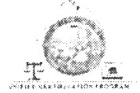
Title: PRESIDENT

Date: 12/2/14



Metro

**CALIFORNIA UNIFIED CERTIFICATION
PROGRAM**



February 17, 2014

**CUCP #2128
Metro File # 287**

Mr. Ruel del Castillo
Coast Surveying, Inc.
15031 Parkway Loop, Ste. #B
Tustin, California 92780

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Ruel del Castillo:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541370	Surveying and Mapping (except Geophysical) Services

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Marilyn White
Certification Consultant – HSW Services
Diversity & Economic Opportunity Department

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

- 1. Business Name: Diaz Yourman & Associates
- 2. Business Address: 1616 E. 17th Street Santa Ana CA 92705
Street City State Zip
- 3. Mailing Address:
(If different from above) PO. Box or Street Address City State Zip
- 4. County (and State) Business is located in: Orange (CA)
State
- 5. Name of Owner: Christopher M. Diaz President
Name Title
- 6. Owner'(s) Ethnicity: Hispanic
- 7. Phone: (714) 245 - 2920
- 8. Fax: (714) 245 - 2950
- 9. Email Address: chris@diazyourman.com
- 10. Age of Business: 22 Years 0 Months
- 11. If your business requires a license, complete below:
 - a. License Type Not Applicable
 - b. License # Not Applicable
 - c. Expires on Not Applicable
- 12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

- | | DBE | Non-DBE |
|--|-------------------------------------|--------------------------|
| a. Certified by the California Unified Certification Program (CUCP)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Certified by an organization outside of California? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Name of Certifying Agency: _____ | | |

14. Is your business currently participating in a Joint Venture? Yes No

If "YES," a copy of the Joint Venture Agreement must be attached to this Form.

15. Name of Joint Venture and Partners. Is this business currently a certified DBE?
- | | DBE | Non-DBE |
|---|--------------------------|--------------------------|
| a. Business Name _____
Name of Certifying Agency _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Business Name _____
Name of Certifying Agency _____ | <input type="checkbox"/> | <input type="checkbox"/> |

c. Business Name _____
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

FORM 4 - BUSINESS DATA SHEET – DESIGN (Continued)Page 2 of 2

Part C: Work Descriptions

16. RFIQ, IFB, or RFP

#: C0991 Division 16: Southwestern Yard Design Build

17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:

Geotechnical engineering

541330, 541380, 541620

NAICS:

18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

a. How many trucks does your company own? Not Applicable

b. How many trucks does your company lease? Not Applicable

c. How many trucks are registered to your company? Not Applicable

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Diaz Yourman & Associates

Authorized Signature:



Signature of Director, Officer, General Partner or Similarly situated Principal of the Business

Printed Name:

Christopher M. Diaz, PE, GE

Title:

Principal

Date:

12/2/14



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

May 3, 2013

CUCP #20160
Metro File # 784

Mr. Christopher Diaz
Diaz & Associates, Inc. dba Diaz Yourman & Associates
1616 E. 17th St
Santa Ana, California 92705

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Diaz:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541330	Engineering Services	\$14.0 Million
541620	Environmental Consulting Services	\$14.0 Million
541380	Testing Laboratories	\$14.0 Million

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Marilyn White
HSW Certification Consultant

FORM 4 – BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY PRIME AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this Form, and Form 1 or Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

- 1. Business Name: D'Leon Consulting Engineer
- 2. Business Address: 3605 Long Beach Blvd. 235 Long Beach CA 90807
Street City State Zip
- 3. Mailing Address: 3605 Long Beach Blvd. 235 Long Beach CA 90807
(If different from above) PO Box or Street Address City State Zip
- 4. County (and State) Business is located in: Long Beach CA 90807
- 5. Name of Owner: Domingo Leon, PE, President & Principal Engineer
Title
- 6. Owner'(s) Ethnicity: _____
- 7. Phone: (562) 989 – 4500
- 9. Email Address: dleon.engineers@verizon.net
- 8. Fax: (562) 989 - 4509
- 10. Age of Business: 25 Years 1 Months
- 11. If your business requires a license, complete below.
 - a. License Type Civil Engineer
 - b. License # C34988
 - c. Expires on 09/2013
- 12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. over \$5,000,000

Part B: DBE CERTIFICATION STATUS

- 13. Is your business currently a DBE? Yes No
If "YES" attach a copy of your DBE Certification Letter and check all appreciate boxes below:

	DBE	Non-DBE
a. certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency _____		
- 14. Is your business currently participating in a Joint Venture Yes No
If "YES", a copy of the Joint Venture Agreement must be attached to this Form

	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
- 15. Name of Joint Venture and Partners. Is this business currently a certified DBE? DBE Non-DBE

a. Business Name <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency <u>N/A</u>		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

DBEs must attach a copy of current certification

Part C: Work Description

16. RFIQ, IFB, or RFP

#: METRO CO 991

17. Provide complete description of scope of work, services, and materials to be performed/furnished¹:

D'Leon will prepare calculations and CAD Drawings for removing and/or abandon utilities in the proposed yard . Large existing storm drain be protected in place
New utility layouts for domestic water, fire service, gas electricity, communications, storm drain collecting points, sewer, industrial waste and irrigation at several yard's facilities: truck repair, car wash, body shop and other
Coordinate with cities, county, Caltrans and utility companies.

NAICS Codes:

541350 541330 541340 541511

18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? N/A
- b. How many trucks does your company lease?
- c. How many trucks are registered to your company?

Part D: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: D'Leon Consulting Engineers

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Domingo Leon

Title: President & Principal Engineer

Date: 12/11/2014

Bob Schoonover

From: Domingo Leon <dleon.engineers@verizon.net>
Sent: Tuesday, January 20, 2015 10:21 AM
To: Bob Schoonover
Cc: 'Fernandes, Donna M.'; 'Smith, Tashai R.'
Subject: Missing form for SW Yard
Attachments: Caltrans DBE certif.LATEST.April 2016.pdf

Hi Bob,

Find attached our Caltrans latest DBE certification

We were advised by Caltrans' Ms. Janice Salais, Sacramento Headquarters Chief, Certifications

Branch (916) 324 0841, that as of last year, Caltrans will no longer issue paper DBE certifications. The Prime or interested party will check ON LINE

Best,

Domingo Leon, PE
Principal Engineer
D'Leon Consulting Engineers
3605 Long Beach Blvd. Suite 235
Long Beach, CA 90807
Phone (562) 989-4500
Fax (562) 989-4509
Mobile (562)754-4330
www.dleonengineers.com

From: Bob Schoonover [<mailto:BSchoonover@bbiius.com>]
Sent: Tuesday, January 20, 2015 8:12 AM
To: dleon.engineers@verizon.net
Cc: Ural Yal; donna.fernandes@stvinc.com
Subject: Missing form for SW Yard

Good morning. We are putting together our paperwork for the Southwestern Yard bid for Balfour Beatty / Kemp Bros JV. We have your Form 4 (attached) but we are missing the DBE certification letter that needs to be attached.

Please send a copy of your current DBE Certification Letter as soon as possible. An E-mail copy will be sufficient.

Thank you,

Robert Schoonover
Balfour Beatty Infrastructure
909-770-7020, ext. 248
bschoonover@bbiius.com

**** Confidentiality Notice ****

The contents of this e-mail are confidential and are intended only for the use of the recipient(s) unless otherwise indicated. If you have received this e-mail in error, please notify the sender(s) immediately by telephone. Please destroy and delete the message from your computer. Any form of reproduction, dissemination, copying, disclosure, modification, distribution and/or publication of this e-mail is strictly prohibited unless expressly authorized by the sender(s). No person, without written confirmation of the contents of this e-mail, should rely on it. While this e-mail and the information it contains are supplied in good faith, no member of the

BUSINESS ENTERPRISE CERTIFICATE

D'LEON CONSULTING ENGINEERS CORPORATION

3605 LONG BEACH BLVD SUITE 235
LONG BEACH, CA 90807

Owner: DOMINGO F. LEON

Business Structure: CORPORATION

STATE MINORITY BUSINESS ENTERPRISE

This Certification Not Valid For Federal Aid Contracts

This certificate acknowledges that said firm is approved by the California Department of Transportation as a State Minority Business Enterprise or State Women Business Enterprise (or in some cases both) in accordance with Assembly Bill Number 486, Chapter 1329 and the California Public Code, Chapter 2.5 (commencing with Section 2050), for the following NAICS codes:

- * 541330 Engineering Services
- 541350 Building Inspection Services

* Indicates primary NAICS code

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET, MS 79
SACRAMENTO, CA 95814 0000
(916) 324-1700

Firm Number: 4238

Renewal Date: March 1, 2016



Janice Salais, CERTIFYING AGENCY REPRESENTATIVE

March 6, 2014

[Back To Query Form](#)

Search Returned 1 Records

Tue Jan 20 10:35:54 PST 2015

Query Criteria

Firm ID: 4238

Firm Type: DBE

Firm ID	4238
Firm/DBA Name	D'LEON CONSULTING ENGINEERS CORPORATION
Address Line1	3605 LONG BEACH BLVD SUITE 235
Address Line2	
City	LONG BEACH
State	CA
Zip Code1	90807
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	dleon.engineers@verizon.net
Contact Name	DOMINGO FRANCISCO LEON
Area Code	(562)
Phone Number	989-4500
Fax Area Code	(562)
Fax Phone Number	989-4509
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	00;
Districts	00;
DBE NAICS	541330; 541350;

ACDBE NAICS

Work Codes	C8703 TRAFFIC ENGINEER; C8707 FEASIBILITY STUDIES; C8715 CONSULTANT, ENGINEERING; C8720 CIVIL ENGINEERING;
Licenses	EC Civil Engineer;
Trucks	
Gender	M
Ethnicity	HISPANIC
Firm Type	DBE

[Back To Query Form](#)

FORM 4 - BUSINESS DATA SHEET – DESIGN

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

- 1. Business Name: FMG Architects
- 2. Business Address: 633 W. 5th Street, 28th Floor, #2885, Los Angeles, CA 90071
Street City State Zip
- 3. Mailing Address: 330 15th Street, Oakland, CA 94612
(if different from above) PO. Box or Street Address City State Zip
- 4. County (and State) Business is located in: Alameda, Los Angeles, San Francisco (CA)
State
- 5. Name of Owner: Claudia Guadagne, President
Name Title
- 6. Owner(s) Ethnicity: Hispanic
- 7. Phone: (213) 622 - 0134
- 9. Email Address: cguadagne@fmgarchitects.com
- 8. Fax: (510) 465 - 8711
- 10. Age of Business: 33 Years _____ Months
- 11. If your business requires a license, complete below:
 - a. License Type Architecture
 - b. License # C27982, 1999
 - c. Expires on 03/31/2015
- 12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

- 13. Is your business currently a DBE? Yes No
 If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: <u>BART</u>		
- 14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
- 15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

c. Business Name _____
Name of Certifying Agency _____

DBEs must attach a copy of current certification.

FORM 4 - BUSINESS DATA SHEET – DESIGN (Continued) Page 2 of 2

Part C: Work Descriptions

16. RFIQ, IFB, or RFP # _____ CRENSHAW/LAX TRANSIT CORRIDOR PROJECT
_____ C0991 Division 16: Southwestern Yard

17. Provide complete description of scope of work, services, and materials to be performed or furnished¹:
Architectural Design

NAICS: 541310

18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? Not Applicable
- b. How many trucks does your company lease? Not Applicable
- c. How many trucks are registered to your company? Not Applicable

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: FMG Architects
Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business
Printed Name: Ron Finger
Title: Vice President
Date: November 20, 2014

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

FMG ARCHITECTS

330 15TH STREET
OAKLAND, CA 94612

Owner: CLAUDIA GUADAGNE
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 541310 Architectural Services
- 541410 Interior Design Services
- 541618 Other Management Consulting Services
- 541490 Other Specialized Design Services

Work Category Code(s)

C8700	CONSULTANT	C8701	BUSINESS ADMINISTRATION
C8702	MANAGEMENT INFORMATION SYSTEMS	C8703	TRAFFIC ENGINEER
C8704	ARCHITECTURAL	C8705	DESIGN

Licenses

ARC Architect

CERTIFYING AGENCY:

BAY AREA RAPID TRANSIT DISTRICT (BART)
300 LAKESIDE DRIVE, 18TH FLOOR
OAKLAND, CA 94612 0000

(510) 464-6195

UCP Firm Number : 52



CUCP OFFICER

September 28, 2010

FORM 5 - DBE AFFIRMATION - DESIGN

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: C0991

2. Project Name: Division 16: Southwestern Yard

3. Name of the Prime: Balfour Beatty / Kemp Bros. Joint Venture

4. Business Address: 1050 Lakes Drive, Ste. 200, West Covina, California 91790

Street City State Zip
5. Name of Proposed DBE Business: Soteria Company, LLC

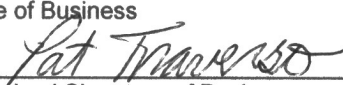
6. Business Address: 28134 S. Western Ave., #150 San Pedro CA 90732


Street City State Zip
7. Total DBE Dollars Committed: \$229,000
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)
8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <<http://www.census.gov/eos/www/naics/>>
System Safety and Security Planning, Analysis and Certification. Reliability,
Maintainability, Availability and Dependability Planning, Analysis and Demonstration.

NAICS: 541690

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty / Kemp Bros. Joint Venture
Name of Business

Authorized Signature of Business
PAT TRAVERSO
Typed or Printed Name of Signee
ASSISTANT SECRETARY

Soteria Company, LLC
Name of DBE Business

Authorized Signature of DBE Business
Thomas C. Griego
Typed or Printed Name of Signee
Manager

Title of Signee

909-770-7020

Telephone

uyal@bbiius.com

Email

Date

1/22/15

Title of Signee

310-753-7470

Telephone

tom.griego@soteriacompany.com

Email

Date

1/21/15

FORM 5 - DBE AFFIRMATION - DESIGN

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

- 1. RFP/IFB Number: C0991

- 2. Project Name: Division 16: Southwestern Yard

- 3. Name of the Prime: Balfour Beatty / Kemp Bros. Joint Venture

- 4. Business Address: 1050 Lakes Drive, Ste. 200, West Covina, California 91790

Street
City
State
Zip

- 5. Name of Proposed DBE Business: Auriga Corporation

- 6. Business Address: 890 Hillview Court, Suite 130, Milpitas, CA 95035

Street
City
State
Zip

- 7. Total DBE Dollars Committed: \$ 198, 290.00
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)
- 8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <<http://www.census.gov/eos/www/naics/>>

Engineering Services

Management Consulting Services

NAICS: 541330, 541618

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty / Kemp Bros. Joint Venture

Name of Business

PAT TRAVERSO

Authorized Signature of Business

PAT TRAVERSO

Typed or Printed Name of Signee

ASSISTANT SECRETARY

Auriga Corporation

Name of DBE Business

Parkash Daryani

Authorized Signature of DBE Business

Parkash Daryani

Typed or Printed Name of Signee

President

Title of Signee

909-770-7020

Telephone

uyal@bbius.com

Email

1/22/15

Date

Title of Signee

(408) 946-5400 Ext. 6224

Telephone

pdaryani@aurigacorp.com

Email

January 21, 2015

Date

FORM 5 - DBE AFFIRMATION - DESIGN

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: C0991

2. Project Name Division 16: Southwestern Yard Design-Build

3. Name of the Prime: Balfour Beatty/Kemp Bros. JV.

4. Business Address: 1050 Lakes Drive, Ste. 200, West Covina CA 91790
Street City State Zip

5. Name of Proposed DBE Business: Beyaz & Patel, Inc.

6. Business Address: 16935 W. Bernardo Dr. #100, San Diego CA 92127
Street City State Zip

7. Total DBE Dollars Committed: \$ 670,400.00
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)

8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>
Provide structural engineering design, drawings, specifications and construction support services.

NAICS: 541330, 541340, 541490, 541620, 541690, 541990

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty/Kemp Bros. JV.
Name of Business
Pat Traverso
Authorized Signature of Business
PAT TRAVERSO
Typed or Printed Name of Signee
ASSISTANT SECRETARY

Beyaz & Patel, Inc.
Name of DBE Business
Subhash Patel
Authorized Signature of DBE Business
Subhash Patel
Typed or Printed Name of Signee
Principal

Title of Signee

909-770-7020

Telephone

LYAL@BBILLIS.COM

Email

1/22/15

Date

Title of Signee

858-451-0374

Telephone

spatel@beyazpatel.com

Email

12/09/14

Date

FORM 5 - DBE AFFIRMATION - DESIGN

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: C0991

2. Project Name Division 16: Southwestern Yard Design-Build

3. Name of the Prime: BALFOUR BEATTY/KEMP BROS. JV

4. Business Address: 1050 LAKES DR., SUITE 200, WEST COVINA, CA 91790
Street City State Zip

5. Name of Proposed DBE Business: COAST SURVEYING, INC.

6. Business Address: 15031 PARKWAY LOOP, SUITE B, TUSTIN, CA 92780
Street City State Zip

7. Total DBE Dollars Committed: \$ 66,174.00
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)

8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>
SURVEYING

NAICS: 541370

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

BALFOUR BEATTY/KEMP BROS. JV
Name of Business
Pat Traverso
Authorized Signature of Business
PAT TRAVERSO
Typed or Printed Name of Signee
ASSISTANT SECRETARY

COAST SURVEYING, INC.
Name of DBE Business
Ruel del Castillo
Authorized Signature of DBE Business
RUEL del CASTILLO
Typed or Printed Name of Signee

Title of Signee

~~213-400-3978~~ 909-770-7020
Telephone

~~david.borger@stvinc.com~~ 11/ALCBBUILD.com
Email

~~12/11/14~~ 1/22/15
Date

Title of Signee

PRESIDENT (714)918-6266
Telephone

rnel.delcastillo@seawaterway.com
Email

12/2/14
Date

FORM 5 - DBE AFFIRMATION - DESIGN

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: C0991

2. Project Name Division 16: Southwestern Yard Design-Build

3. Name of the Prime: Balfour Beatty/Kemp Bros. JV

4. Business Address: 1050 Lakes Drive, Ste. 200, West Covina, CA 91700

5. Name of Proposed DBE Business: Diaz Yourman & Associates

6. Business Address: 1616 E. 17th Street Santa Ana CA 92705

7. Total DBE Dollars Committed: \$ 273,900.00 (Amount should match \$ Amount listed for this business on Form 1 or Form 3)

8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>

Geotechnical Services

NAICS: 541330, 541380, 541620

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty / KEMP BROS. JV
Name of Business

Pat Travieso
Authorized Signature of Business

PAT TRAVIESO
Typed or Printed Name of Signee

ASSISTANT SECRETARY

Diaz Yourman & Associates
Name of DBE Business

Christopher M. Diaz, PE, GE
Authorized Signature of DBE Business

Christopher M. Diaz, PE, GE
Typed or Printed Name of Signee

Principal

Title of Signee

909-770-7020

Telephone

LYAL@BBILLIS.COM

Email

1/22/14

Date

Title of Signee

714-245-2920

Telephone

chris@diayourman.com

Email

12/11/14

Date

FORM 5 – DBE AFFIRMATION

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBD subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: C0991
2. Project Name: Division 16: Southwestern Yard Design-Build
3. Name of the Prime: Balfour Beatty/Kemp Bros. JV.
4. Business Address: 1050 Lakes Drive, Suite 200 West Covina CA 91790
Street City State Zip
5. Name of Proposed DBE Business: D'Leon Consulting Engineers
6. Business Address: 3605 Long Beach Blvd. Suite 235 Long Beach CA 90807
Street City State Zip
7. Total DBE Dollars Committed: \$ 272,240.00
(Amount should match \$ Amount listed for this business on Form 1 and Form 3)

8. Identify the scope of work that will be performed by this DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://census.gov/eos/www/naics/>

D'Leon will prepare calculations and CAD Drawings for removing or abandon utilities in the proposed yard and large existing storm drain be protected in place
New utility layouts for domestic water, fire service, gas electricity, communications storm drain, sewer, industrial waste and irrigation at several sites: truck repair, car wash, body shop and other facilities.
Coordinate with cities, county, Caltrans and utility companies

NAICS: 541350 541330 541340 541611

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty/Kemp Bros. JV.
Name of Business

Pat Traverso
Authorized Signature of Business

PAT TRAVERSO
Typed or Printed Name of Signee

ASSISTANT SECRETARY
Title of Signee

909-770-7020
Telephone

LYAL@BBILLUS.COM
Email Address

12/11/2014 1/22/15
Date

D'Leon Consulting Engineers
Name of DBE Business

Domingo Leon
Authorized Signature of DBE Business

Domingo Leon
Typed or Printed Name of Signee

President & Principal Engineers
Title of Signee

(562) 989-4500
Telephone

dleon.engineers@verizon.net
Email Address

12/11/2014
Date

FORM 5 - DBE AFFIRMATION - DESIGN

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

- 1. RFP/IFB Number: C0991
- 2. Project Name Division 16: Southwestern Yard Design-Build
- 3. Name of the Prime: Balfour Beatty/Kemp Bros. JV
- 4. Business Address: 1050 Lakes Drive, Suite 200, West Covina, CA 91790
Street City State Zip
- 5. Name of Proposed DBE Business: FMG Architects
- 6. Business Address: 633 West 5th Street, 28th Floor, Los Angeles, CA 90071
Street City State Zip
- 7. Total DBE Dollars Committed: \$ 323,141.00
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)
- 8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>
Architectural Design
NAICS: 541310

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

BALFOUR BEATTY/KEMP BROS. JV
Name of Business
Pat Traverso
Authorized Signature of Business
PAT TRAYERSO
Typed or Printed Name of Signee
ASSISTANT SECRETARY

FMG Architects
Name of DBE Business
Ron Finger
Authorized Signature of DBE Business
Ron Finger
Typed or Printed Name of Signee
Vice President

Title of Signee

909-770-7020

Telephone

LYALE@BBILLUS.COM

Email

~~12/11/14~~ 1/22/15

Date

Title of Signee

510.465.8700

Telephone

rfinger@fmgarchitects.com

Email

December 2, 2014

Date

**FORM 1 – PROPOSED LIST OF SUBCONTRACTORS AND SUPPLIERS – CONSTRUCTION
TO BE COMPLETED BY OFFEROR**

Offerors are required to list ALL (DBE and Non-DBE) first-tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women. Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Offeror's Name: Balfour Beatty / Kemp Bros. JV 2. Project Name: Division 16: Southwestern Yard
 3. Total Bid Price: \$183,747,460 4. Bid Due Date: 22 January 2015

A	B	C	D	E	F	G
NAME OF OFFEROR AND ALL SUBCONTRACTORS (1 ST TIER)	DESCRIPTION OF WORK	SUBCONTRACTORS: C = Consultant Or Contractor S = Supplier ¹ M = Manufacturer B = Broker T = Trucker	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR OTHER DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Offeror	Balfour Beatty / Kemp JV	Design/Build Contract	<u>148,767,400</u>	\$	\$	\$
1.	Comet Electric	Electrical	\$18,272,000.00			
2.	ASC	Noise/Vibration Monitor	\$205,560.00	\$205,560.00		\$205,560.00
3.	The Solis Group	Jobs Coordination	\$151,000.00	\$151,000.00		\$151,000.00
4.	AMEC Environmental	Quality Assurance	\$744,000.00			
5.	Soteria Company	Safety Certification	\$317,500.00	\$317,500.00		\$317,500.00
6.	B & C / ASTI JV	Comm Systems	\$15,290,000.00			
7.						
8.						
9. TOTAL BID PRICE (Should equal Line #3 above)			<u>\$183,747,460</u>	\$ 674,060.00	\$	\$674,060.00

¹If a RC DBE or RN DBE firm listed in column D and E are regular dealers enter 60% of the bid price in column G. If a RC DBE or RN DBE firm listed in column D and E and F are brokers, enter the total amount of the fees and or commissions charges in column G. If a DBE business is listed to provide materials/supplies, only sixty-percent (60%) of the cost for materials/supplies will be counted toward the DBE.

FORM 2 – DBE AFFIDAVIT – CONSTRUCTION
TO BE COMPLETED BY OFFEROR ONLY

Part A: DBE GOAL DECLARATION

RC DBE GOAL ACHIEVED

The Offeror shall demonstrate compliance with the DBE goal by achieving a level of DBE participation greater than or equal to the goal established for RC DBE participation.

The level ^{to be} achieved is Sixteen percent (16 %)

NOTE: Offeror shall identify additional subcontractors (DBE and non-DBE) on Form 1-PROPOSED SUBCONTRACTORS AND SUPPLIERS – CONSTRUCTION (Pro Form 070), no later than ninety (90) days after design packages are approved by Metro's Contracting Officer.

RC DBE GOAL NOT ACHIEVED

The Offeror declares to the best of its knowledge, information and belief that while it made efforts to achieve the RC DBE participation goal, it DID NOT ACHIEVE a level of RC DBE participation greater than or equal to the goal established for RC DBE participation.

The level achieved is _____ percent (_____ %)

While the Offeror did exert efforts to achieve the goal, it was not successful. The Offeror certifies that, if requested, evidence of good faith efforts (GFE) will be submitted within forty-eight (48) hours of Metro's written request.

DO NOT INCLUDE EVIDENCE OF GOOD FAITH EFFORTS WITH BIDS/PROPOSALS

Part B: SIGNATURE

Executed on: 22 January, 2015, at, West Covina, California
Date City State

Business Name: Balfour Beatty / Kemp Bros. Joint Venture

Authorized Signature: _____



Printed Name: Crandall Bates

Title: Vice President

E-mail: uyal@bbiius.com

Phone: 909-770-7020

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – CONSTRUCTION

TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

- 1. Subcontractor (Sub.): Comet Electric
- 2. Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture
- 3. Total Bid Price: _____

	A NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	B DESCRIPTION OF WORK	C SUBCONTRACTORS C = Consultant Or Contractor S = Supplier M = Manufacturer B = Broker T = Trucker Your business' \$ Amount	D BID PRICE	E BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	F BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	G TOTAL DBE BID PRICE (COL # E + F)
Subs	Comet Electric	Electrical		\$ 18,272,000.00	\$	\$	\$
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above)				\$ 18,272,000.00	\$	\$	\$

Lower Tier Subcontractors

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – CONSTRUCTION
 TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard

IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

- 1. Subcontractor (Sub.): Analysis & Solutions Consultants (ASC)
- 2. Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture
- 3. Total Bid Price: _____

Subs	A NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	B DESCRIPTION OF WORK	C SUBCONTRACTORS C = Consultant Or Contractor S = Supplier ¹ M = Manufacturer B = Broker T = Trucker Your business' \$ Amount	D BID PRICE	E BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	F BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	G TOTAL DBE BID PRICE (COL # E + F)
1.	ASC	Noise/Vibration Mon.		\$ 205,560.00	\$ 205,560.00	\$	\$ 205,560.00
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above)				\$ 205,560.00	\$ 205,560.00	\$	\$ 205,560.00

Lower Tier Subcontractors

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – CONSTRUCTION

TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

- 1. Subcontractor (Sub.): The Solis Group
- 2. Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture

3. Total Bid Price: _____

	A	B	C	D	E	F	G
	NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	DESCRIPTION OF WORK	SUBCONTRACTORS C = Consultant Or Contractor S = Supplier ¹ M = Manufacturer B = Broker T = Trucker Your business' \$ Amount	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Subs	The Solis Group	Jobs Coordination		\$ 151,000.00	\$ 151,000.00	\$	\$ 151,000.00
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.	TOTAL BID PRICE (Should equal Line #3 above)		↑	\$ 151,000.00	\$ 151,000.00	\$	\$ 151,000.00

Lower Tier Subcontractors

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – CONSTRUCTION
 TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard

IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

- Subcontractor (Sub.): AMEC Environmental
- Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture
- Total Bid Price: _____

	A NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	B DESCRIPTION OF WORK	C SUBCONTRACTORS C = Consultant Or Contractor S = Supplier ¹ M = Manufacturer B = Broker T = Trucker Your business' \$ Amount	D BID PRICE	E BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	F BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	G TOTAL DBE BID PRICE (COL # E + F)
Subs	AMEC Environmental	Quality Assurance		\$ 744,000.00	\$	\$	\$
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE (Should equal Line #3 above)				\$ 744,000.00	\$	\$	\$

Lower Tier Subcontractors

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – CONSTRUCTION
 TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard

IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

1. Subcontractor (Sub.): Soteria Company
2. Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture
3. Total Bid Price: _____

A	B	C	D	E	F	G
NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	DESCRIPTION OF WORK	SUBCONTRACTORS C = Consultant Or Contractor S = Supplier M = Manufacturer B = Broker T = Trucker Your business' \$ Amount	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Subs Soteria Company	Safety Certification		\$ 317,500.00	\$ 317,500.00	\$	\$ 317,500.00
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9. TOTAL BID PRICE (Should equal Line #3 above)			\$ 317,500.00	\$ 317,500.00	\$	\$ 317,500.00

Lower Tier Subcontractors

FORM 3 - PROPOSED LOWER TIER SUBCONTRACTORS & SUPPLIERS – CONSTRUCTION

TO BE COMPLETED BY ALL SUBCONTRACTORS

Project Name: Division 16: Southwestern Yard IFB/RFP #: C0991

All subcontractors listed on Form 1 that are subcontracting work are requested to list ALL (DBE and Non-DBE) lower tier subcontractors. Offerors are required to utilize Race Conscious (RC) DBE firms in the performance of this project. RC DBEs are ethnic groups that have been identified as statistically and significantly underutilized. These groups include: African Americans, Asian Pacific Americans, Native Americans, Hispanic Americans, and Subcontinent Asian Americans. ONLY RC DBEs listed in the Offeror's bid or proposal will be counted towards the contract goal. Metro will achieve a percentage of its overall goal utilizing race neutral measures. Race Neutral (RN) DBEs include non-minority women.

Completion of this form and Form 4 (Business Data Sheet) fulfills the requirements of the California Subletting and Subcontracting Fair Practices Act.

- 1. Subcontractor B & C / ASTI JV
- 2. Prime's Name: Balfour Beatty / Kemp Bros. Joint Venture

3. Total Bid Price: _____

	A	B	C	D	E	F	G
	NAME OF SUBCONTRACTOR AND ALL LOWER TIER SUBCONTRACTORS	DESCRIPTION OF WORK	SUBCONTRACTORS C = Consultant Or Contractor S = Supplier M = Manufacturer B = Broker T = Trucker Your business' \$ Amount	BID PRICE	BID PRICE FOR RC DBE FIRMS (Race Conscious participation)	BID PRICE FOR RN DBE FIRMS (Race Neutral Participation)	TOTAL DBE BID PRICE (COL # E + F)
Subs	B & C / ASTI JV	Comm Systems		\$ 15,290,000.00	\$	\$	\$
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9. TOTAL BID PRICE				\$ 15,290,000.00	\$	\$	\$
(Should equal Line #3 above)							

Lower Tier Subcontractors

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Balfour Beatty / Kemp Bros. Joint Venture
2. Business Address: 1050 Lakes Drive, Ste. 200 W. Covina California 91790
Street City State Zip
3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: Los Angeles County, California (_____)
State
5. Name of Owner: Joint Venuture
Name Title
6. Owner(s) Ethnicity: N/A
7. Phone: (909) 770 - 7020 9. Email Address: uyal@bbiius.com
8. Fax: (909) 770 - 7021 10. Age of Business: _____ Years 3 Months
11. If your business requires a license, complete below: 12. Business Annual Gross Receipts: N/A, New
 - a. License Type A
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000
 - b. License # 988447
 - c. Expires on 11/30/2016

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		
14. Is your business currently participating in a Joint Venture? Yes No

If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name <u>Balfour Beatty Infrastructure Inc.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name <u>Kemp Bros.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP #: C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished²:

Design Build General Contractor

NAICS: _____

18. Will your business provide trucking company services on this project? Please mark one: Yes No

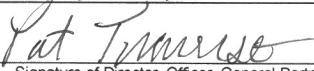
If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Balfour Beatty / Kemp Bros. Joint Venture

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Pat Traverso

Title: Assistant Secretary

Date: 22 January 2015

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Comet Electric, Inc
2. Business Address: 21625 Prairie Street Chatsworth California 91311
Street City State Zip
3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: Los Angeles (Ca)
State
5. Name of Owner: Adam Saitman President
Name Title
6. Owner'(s) Ethnicity: Caucasian
7. Phone: (818) 340 - 0965 9. Email Address: stanleyclark@cometelectric.com
8. Fax: (818) 340 - 4033 10. Age of Business: 37 Years _____ Months
11. If your business requires a license, complete below: 12. Business Annual Gross Receipts:

a. License Type <u>A, B, C-10</u>	a. <input type="checkbox"/> Less than \$500,000
b. License # <u>681827</u>	b. <input type="checkbox"/> \$500,000 to \$1,000,000
c. Expires on <u>December 31, 2014</u>	c. <input type="checkbox"/> \$1,000,000 to \$2,000,000
	d. <input type="checkbox"/> \$2,000,000 to \$5,000,000
	e. <input checked="" type="checkbox"/> Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Name of Certifying Agency: _____		
14. Is your business currently participating in a Joint Venture? Yes No

If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

Part C: Work Descriptions

16. RFIQ, IFB, or RFP

#: IFP# C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished²:

Electrical

238210

NAICS:

18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

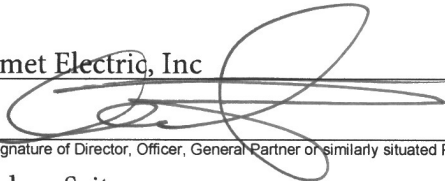
Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name:

Comet Electric, Inc

Authorized Signature:


Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name:

Adam Saitman

Title:

President

Date:

October 22, 2014

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Analysis & Solutions Consultants
2. Business Address: 150 Executive Park Blvd., Ste. 3600 San Francisco CA 94134
Street City State Zip
3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: San Francisco (CA)
State
5. Name of Owner: Dots Oyenuga, Ph.D., P.E. Principal / Owner
Name Title
6. Owner'(s) Ethnicity: Black American
7. Phone: (510) 207 - 1387
9. Email Address: ascengineer@me.com
8. Fax: (510) 291 - 9733
10. Age of Business: 13 Years 2 Months
11. If your business requires a license, complete below:
 - a. License Type CA Civil Engineer's License
 - b. License # C55118
 - c. Expires on 6/30/16
12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No
 If "YES," **attach a copy of your DBE Certification Letter** and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		
14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," **a copy of the Joint Venture Agreement must be attached to this Form.**
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

DBEs must attach a copy of current certification.

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

ANALYSIS & SOLUTIONS CONSULTANTS

1808 WEDEMEYER ST STE 100
SAN FRANCISCO, CA 94129

Owner: DOTUN OYENUGA

Business Structure: SOLE PROPRIETORSHIP

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

- * 541330 Engineering Services
- 541618 Other Management Consulting Services
- 541710 Research and Development in the Physical, Engineering, and Life Sci
- 541690 Other Scientific and Technical Consulting Services

Work Category Code(s)

- | | | | |
|-------|--------------------------------|-------|-------------------------|
| C8702 | MANAGEMENT INFORMATION SYSTEMS | C8706 | DESIGN BRIDGES |
| C8707 | FEASIBILITY STUDIES | C8715 | CONSULTANT, ENGINEERING |
| C8720 | CIVIL ENGINEERING | C8722 | ENVIRONMENTAL ENGINEER |

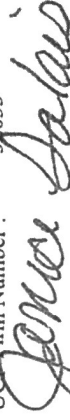
Licenses

EC Civil Engineer

CERTIFYING AGENCY:

DEPARTMENT OF TRANSPORTATION
1823 14TH STREET
SACRAMENTO, CA 95811 0000
(916) 324-1700

UCP Firm Number : 32033



June 21, 2011

CUCP OFFICER

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

Part C: Work Descriptions

- 16. RFIQ, IFB, or RFP #: C0991
- 17. Provide complete description of scope of work, services, and materials to be performed or furnished²:
 - 1) Provide Construction Noise & Vibration Control as per Specification Section 10 56 19 - Construction Noise & Vibration Control
 - 2) Provide Photo Documentation Services as per Specification Section 01 32 33 - Photo Documentation
- NAICS: 541330 - Engineering Consulting Services

18. Will your business provide trucking company services on this project? Please mark one: Yes No

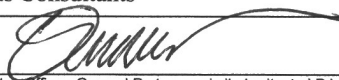
If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Analysis & Solutions Consultants

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Dots Oyenuga, Ph.D., P.E.

Title: Principal / Owner

Date: November 19, 2014

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: TSG Enterprises, Inc. dba The Solis Group
2. Business Address: 131 N. El Molino Avenue, Suite 100 Pasadena CA 91101
Street City State Zip
3. Mailing Address: same as above
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: Los Angeles County (CA)
State
5. Name of Owner: Terry E. Solis - Chairman and Secretary of the Board of Directors
Name Title
6. Owner(s) Ethnicity: Hispanic
7. Phone: (626) 685 - 6989
9. Email Address: terry@thesolisgroup.com
8. Fax: (626) 685 - 6985
10. Age of Business: 22 Years 3 Months
11. If your business requires a license, complete below:
 - a. License Type City of Pasadena
 - b. License # 11459903
 - c. Expires on 05/31/2015
12. Business Annual Gross Receipts:

a. <input type="checkbox"/>	Less than \$500,000
b. <input type="checkbox"/>	\$500,000 to \$1,000,000
c. <input type="checkbox"/>	\$1,000,000 to \$2,000,000
d. <input checked="" type="checkbox"/>	\$2,000,000 to \$5,000,000
e. <input type="checkbox"/>	Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No
 If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: <u>LA County Metropolitan Transportation Authority</u>		
14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

DBEs must attach a copy of current certification.



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net



**CALIFORNIA UNIFIED CERTIFICATION
PROGRAM**

September 24, 2014

**CUCP #21578
Metro File # 943**

Terry Solis
TSG Enterprises, Inc., DBA The Solis Group
145 Vista Ave., Suite 104
Pasadena, CA 91107

RE: Disadvantaged Business Enterprise Certification

Dear Ms. Solis:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541611	Administrative Management and General Management Consulting Services
541910	Marketing Research and Public Opinion Polling
236220	Commercial and Institutional Building Construction – Construction Management
237990	Other Heavy and Civil Engineering Construction – Construction Management
541620	Environmental Consulting Services

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,



Tina Giles-Potter
Certification Consultant – SBEUS
Diversity & Economic Opportunity Department

Part C: Work Descriptions

16. RFQ, IFB, or RFP
#: C0991 Division 16: Southwestern Yard Operations & Maintenance Facility D/B

17. Provide complete description of scope of work, services, and materials to be performed or furnished²:
To provide Jobs Coordinator services under LACMTA's Project Labor Agreement.

NAICS: 541611

18. Will your business provide trucking company services on this project? Please mark one: Yes No

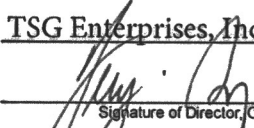
If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? N/A
- b. How many trucks does your company lease? N/A
- c. How many trucks are registered to your company? N/A

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: TSG Enterprises, Inc. dba The Solis Group

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Terry E. Solis

Title: Chairman and Secretary of the Board of Directors

Date: 11-21-2014

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: AMEC Environment & Infrastructure, Inc.

2. Business Address: 6001 Rickenbacker Road Los Angeles CA 90040-3031
Street City State Zip

3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip

4. County (and State) Business is located in: Los Angeles (CA)
State

5. Name of Owner: Amec Foster Wheeler Ventures, Inc., Owner/Parent Company
Name Title

6. Owner'(s) Ethnicity: N/A

7. Phone: (770) 360 - 0600 9. Email Address: N/A

8. Fax: () Call for fax - 10. Age of Business: 68 Years 5 Months

11. If your business requires a license, complete below: 12. Business Annual Gross Receipts:

a. License Type <u>Eng HAZ/A</u>	a. <input type="checkbox"/> Less than \$500,000
b. License # <u>697810</u>	b. <input type="checkbox"/> \$500,000 to \$1,000,000
c. Expires on <u>10/31/2016</u>	c. <input type="checkbox"/> \$1,000,000 to \$2,000,000
	d. <input type="checkbox"/> \$2,000,000 to \$5,000,000
	e. <input checked="" type="checkbox"/> Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		

14. Is your business currently participating in a Joint Venture? Yes No

If "YES," a copy of the Joint Venture Agreement must be attached to this Form.

15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____ Name of Certifying Agency _____	<input type="checkbox"/>	<input type="checkbox"/>
b. Business Name _____ Name of Certifying Agency _____	<input type="checkbox"/>	<input type="checkbox"/>
c. Business Name _____ Name of Certifying Agency _____	<input type="checkbox"/>	<input type="checkbox"/>

Part C: Work Descriptions

16. RFIQ, IFB, or RFP # _____ IFB C0991, Division 6 Rail Yard _____

17. Provide complete description of scope of work, services, and materials to be performed or furnished²:
Construction quality assurance (soils and construction), materials Inspection, and inspection.

NAICS: _____

18. Will your business provide trucking company services on this project? Please mark one: Yes No

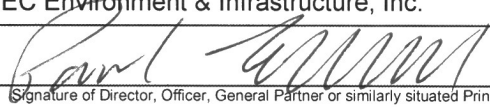
If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: AMEC Environment & Infrastructure, Inc.

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Paul Elliott

Title: Los Angeles Office Manager

Date: December 18, 2014

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Soteria Company, LLC
2. Business Address: 28134 S. Western Ave., #150 San Pedro CA 90732
Street City State Zip
3. Mailing Address: 1637 266th Street Harbor City CA 90710
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: Los Angeles (CA)
State
5. Name of Owner: Thomas C. Griego Manager
Name Title
6. Owner'(s) Ethnicity: Hispanic American
7. Phone: (310) 753 - 7470
9. Email Address: tom.griego@soteriacompany.com
8. Fax: (310) 988 - 2638
10. Age of Business: 12 Years 3 Months
11. If your business requires a license, complete below:
 - a. License Type _____
 - b. License # _____
 - c. Expires on _____
12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No
 If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: <u>LACMTA</u>		
14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

Part C: Work Descriptions

16. RFIQ, IFB, or RFP #: C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished²:

System Safety and Security Planning, Analysis and Certification. Reliability,
Maintainability, Availability and Dependability Planning, Analysis and Demonstration.

NAICS: 541690

18. Will your business provide trucking company services on this project? Please mark one: Yes No

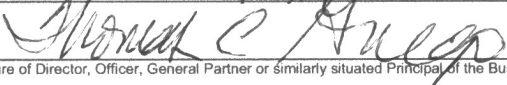
If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: Soteria Company, LLC

Authorized Signature: 
Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name: Thomas C. Griego

Title: Manager

Date: 1/20/15

DBEs must attach a copy of current certification.



Los Angeles County
Metropolitan Transportation Authority

Los Angeles County
Department of Transportation

Los Angeles County
Department of Transportation

Metro CALIFORNIA UNIFIED CERTIFICATION PROGRAM



December 3, 2014

CUCP #35641
Metro File # 4799

Thomas Griego
Soteria Company, LLC
1637 266th Street
Harbor City, CA 90710

RE: Disadvantaged Business Enterprise Certification

Dear Mr. Griego:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

NAICS (2007)	Description
541690	Other Scientific and Technical Consulting Services

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at: the CUCP's website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

(Signature of Tina Giles-Potter)

Tina Giles-Potter
Certification Consultant – SBEUS
Diversity & Economic Opportunity Department

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Los Angeles County
Metropolitan Transportation Authority

Metro

December 3, 2014

Metro File # 4799

Thomas Griego
Soteria Company, LLC
1637 266th Street
Harbor City, CA 90710

Re: Small Business Enterprise Certification

Dear Mr. Griego

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Small Business Enterprise (SBE) as required under Metro's SBE Program. Your firm will be listed in Metro's SBE database of certified SBEs under the following specific areas of expertise:

NAICS (2007)	Description
541690	Other Scientific and Technical Consulting Services

Your SBE certification is good for five years from the date of this letter and applies only for the above NAICS 2007 codes. Any additions and revisions must be submitted to Metro for review and approval.

After the five-year certification period, your entire file will be reviewed in order to ascertain continued SBE certification status. You will be notified of the pending SBE status review and any documentation updates necessary prior to the expiration date.

Also, should any changes occur that could affect your certification status prior to receipt of the renewal application, such as changes in your firm's name, business/mailing address, ownership, management, or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your SBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records, and documents by Metro.

Congratulations, and thank you for your interest in Metro's SBE Program. Should you have any questions, please contact us at [213-922-2600](tel:213-922-2600). For information on Metro contracting opportunities, please visit our website at www.metro.net.

Sincerely,

Tina Giles-Potter
Certification Consultant, SBEUS
Diversity & Economic Opportunity Department

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

1. Business Name: Advanced Transit Solutions, Inc.
2. Business Address: 2885 Scott St., Suite B Vista CA 92081
Street City State Zip
3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
4. County (and State) Business is located in: San Diego (CA)
State
5. Name of Owner: Michael High President
Name Title
6. Owner(s) Ethnicity: _____
7. Phone: (760) 598 - 2874 9. Email Address: _____
8. Fax: () _____ - _____ 10. Age of Business: 3 Years 3 Months
11. If your business requires a license, complete below:
 - a. License Type _____
 - b. License # _____
 - c. Expires on _____
12. Business Annual Gross Receipts:
 - a. Less than \$500,000
 - b. \$500,000 to \$1,000,000
 - c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____	Yes	No
14. Is your business currently participating in a Joint Venture? Yes No
 If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name <u>B&C Transit, Inc.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP

#: C0991

17. Provide complete description of scope of work, services, and materials to be performed or furnished²:

Detailed Design, Manufacture, Program, Factory and Field Test of

Communications, Yard Control and Train Control

NAICS: 423860

18. Will your business provide trucking company services on this project? Please mark one: Yes No

If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name:

Advanced Transit Solutions, Inc.

Authorized Signature:



Signature of Director, Officer, General Partner or similarly situated Principal of the Business

Printed Name:

Ken Basore

Title:

Vice President

Date:

01/20/2015

FORM 4 - BUSINESS DATA SHEET – CONSTRUCTION

TO BE COMPLETED BY OFFERORS AND ALL SUBCONTRACTORS LISTED ON FORM 1 AND FORM 3

Completion of this form, Form 1, and Form 3 fulfills the requirements of the California Subletting & Subcontracting Fair Practices Act.

Part A: Business Data

- 1. Business Name: B&C Transit, Inc.
- 2. Business Address: 7955 Edgewater Drive Oakland, CA 94621
Street City State Zip
- 3. Mailing Address: _____
(If different from above) PO. Box or Street Address City State Zip
- 4. County (and State) Business is located in: Alameda (CA)
State
- 5. Name of Owner: Alberto Fernandez President
Name Title
- 6. Owner'(s) Ethnicity: Latino
- 7. Phone: (510) 483 - 3560 9. Email Address: afernandez@bnctransit.com
- 8. Fax: (510) 483 - 0122 10. Age of Business: 18 Years 4 Months
- 11. If your business requires a license, complete below: 12. Business Annual Gross Receipts:

 - a. License Type A, C10 a. Less than \$500,000
 - b. License # 781110 b. \$500,000 to \$1,000,000
 - c. Expires on 07/31/2015 c. \$1,000,000 to \$2,000,000
 - d. \$2,000,000 to \$5,000,000
 - e. Over \$5,000,000

Part B: DBE CERTIFICATION STATUS

- 13. Is your business currently a DBE? Yes No

If "YES," attach a copy of your DBE Certification Letter and check all appropriate boxes below:

	DBE	Non-DBE
a. Certified by the California Unified Certification Program (CUCP)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Certified by an organization outside of California?	<input type="checkbox"/>	<input type="checkbox"/>
c. Name of Certifying Agency: _____		
- 14. Is your business currently participating in a Joint Venture? Yes No

If "YES," a copy of the Joint Venture Agreement must be attached to this Form.
- 15. Name of Joint Venture and Partners. Is this business currently a certified DBE?

	DBE	Non-DBE
a. Business Name <u>Advanced Transit Solutions, Inc.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name of Certifying Agency _____		
b. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		
c. Business Name _____	<input type="checkbox"/>	<input type="checkbox"/>
Name of Certifying Agency _____		

DBEs must attach a copy of current certification.

Part C: Work Descriptions

16. RFIQ, IFB, or RFP # C0991
#: _____

17. Provide complete description of scope of work, services, and materials to be performed or furnished²:

Detailed Design, Manufacture, Program, Factory and
Field Test of Communications, Yard Control and Train Control

NAICS: 334290

18. Will your business provide trucking company services on this project? Please mark one: Yes No


If marked YES, please complete items a. to c. below. If answered NO, answer "Not Applicable."

- a. How many trucks does your company own? _____
- b. How many trucks does your company lease? _____
- c. How many trucks are registered to your company? _____

Part C: Signature

The authorized signer declares that the information on this form and any attachments, are current, complete and accurate.

Business Name: B&C Transit, Inc.

Authorized Signature:  Digitally signed by Jeffery Steele
DN: cn=Jeffery Steele, o=B&C
Transit, Inc. ou,
email=jsteele@bcctransit.com,
c=CA

Printed Name: Jeffery B. Steele

Title: Executive V.P.

Date: 12/14/14

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (“Agreement”) is entered into in San Diego, California, by Advance Transit Solutions, Inc. (“ATSI”), a California corporation, and B&C Transit, Inc. (“B&C”), a Florida corporation. In this Agreement, ATSI and B&C are sometimes referred to collectively as the “Joint Venturers” and singularly as a “Joint Venturer.”

RECITALS

- A. ATSI is a transit wire shop specializing in wayside train control and signal bungalows.
- B. B&C specializes in automated train control design, technical engineering, systems installations, field testing, network and standalone control, office monitoring systems, station communications, and design-build engineering.
- C. Pursuant to the terms of this Agreement, the Joint Venturers desire to form a joint venture (the “Joint Venture”) to bid, perform, and complete certain mutually agreed upon work of improvement for the Los Angeles County Metropolitan Transportation Authority known as the Crenshaw/LAX Transit Corridor Southwestern Yard (the “Project”).
- D. The Joint Venturers desire that their interests in the services, profits, and liabilities for the Joint Venture be defined by this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Joint Venturers agree as follows:

1. Formation of Joint Venture. Upon the terms and conditions in this Agreement, ATSI and B&C constitute themselves as joint venturers for the purpose of bidding, performing, and completing the Project. The Joint Venturers are not making any permanent partnership agreement or joint venture agreement to bid for or undertake any act or commitment other than the Project. Nothing in this Agreement shall be construed as a limitation of the powers or rights of either Joint Venturer to carry on its separate business for its sole benefit. The work to be performed by the Joint Venture is the contract work as a material supplier for the Project, and any change orders or supplemental agreements with the party with whom the Joint Venture may contract in connection with the Project, all of which are referred to in this Agreement as the “Work” and will be performed by the Joint Venture operating under the name “Advance Transit Solutions, Inc./B&C Transit, Inc., a Joint Venture.”
2. Joint Venture License. If the Joint Venturers determine the Joint Venture is required to hold a California contractor’s license, they shall obtain one in the name of the Joint Venture. If so required, ATSI shall apply for and obtain the California contractor’s license for the Joint Venture from the CSLB. B&C agrees to perform such further acts and to execute and deliver such further documents as are reasonably necessary to obtain such license.

3. Administration. In order to facilitate the handling of all matters and questions in connection with the bidding and performance of the Project, each Joint Venturer appoints the following representative to act for it in all matters relative to the Joint Venture:

ATSI appoints: Michael High

B&C appoints: Jeffrey Steele

Actions and decisions concerning the portion of the Work to be performed by each Joint Venturer will be as mutually agreed upon in writing by the Joint Venturers. Each representative may delegate its powers in writing as they deem necessary or convenient in the best interest of the Joint Venture. If necessary or desirable, each Joint Venturer will execute and deliver to its respective representative such powers of attorney as may be required to enable the representative to properly perform the duties entrusted to them. It is understood and agreed that neither ATSI nor B&C acting alone will have the power to borrow money for, in the name of, or to pledge the credit of the Joint Venture, the other Joint Venturer, or on their joint credit.

In the event that either representative dies or becomes permanently incapacitated or unavailable to act, then a successor shall be named by the Joint Venturer who appointed such representative. Any successor will have every power to act that was possessed by his predecessor under this Agreement. Either Joint Venturer at any time may change its representative by advising the other of such appointment, but until the appointment and notification of the appointment to the other, each Joint Venturer will be bound by the acts and decisions of its representative.

Meetings of the representatives for the transaction of the business of the Joint Venture may be called by either Joint Venturer subject to reasonable notice.

ATSI will be the administrative manager for the Joint Venture and will prepare and process the bid, the contract, all requests for payment, change orders, and other documentation required to be submitted to the party with whom the Joint Venture may contract. ATSI will serve in this capacity without cost to the Joint Venture and without cost to B&C. Each Joint Venturer will receive all of the proceeds of any cost reduction incentive associated with its respective scope of Work.

4. Preparation of Bids. The Joint Venture bid or price quote shall be submitted in the name of "Advanced Transit Solutions, Inc./B&C Transit, Inc., a Joint Venture." The Joint Venture bids will not be submitted unless the Joint Venturers agree to the amount and all terms and provisions of the bid concerning their respective portion of the Work for the Project. Either Joint Venturer may withdraw from this Joint Venture at any time prior to the submission of the bid by notifying the other Joint Venturer in writing. The withdrawal from this Joint Venture prior to a bid being submitted will terminate each Joint Venturer's future obligations under this Agreement; provided, however, the withdrawing Joint Venturer will be precluded from bidding for the Project whether as a material supplier, subcontractor, or joint venturer. No withdrawal from or modification of the Joint Venture will be made or permitted after a bid has been submitted unless consented to in writing by both Joint Venturers. Each Joint Venturer will bear its own estimating and bidding expenses.

5. Scope and Division of Work. For the Project, ATSI and B&C will each perform their respective scopes of work set forth in Exhibit A attached to and made a part of this Agreement. ATSI

and B&C shall have no other duties or obligations with respect to the Project or the Work, except as set forth in this Agreement and Exhibit A. All profits, losses, revenues and expenses with respect to such portion of the Work performed by ATSI will be solely for the account of ATSI. All profits, losses, revenues and expenses with respect to such portion of the Work performed by B&C will be solely for the account of B&C.

Each Joint Venturer will be solely responsible for completing and warranting all Work required of it. To the greatest extent permitted by law, neither Joint Venturer will be jointly or severally liable for the work, liability, or debt of the other. Each Joint Venturer will cooperate fully with the other to complete its obligations under this Agreement in a timely and efficient manner. Neither Joint Venturer will charge the other Joint Venturer for supervision, engineering, overhead, profits or losses. The Joint Venture will have no employees. Each Joint Venturer will use its own employees to perform its obligations under this Agreement.

6. Purchase Orders. Each Joint Venturer may separately contract with suppliers and administer any purchase orders for its portion of the Work. However, each Joint Venturer will provide all information required by the Project documents to the other Joint Venturer for inclusion in the bid and Project file.

7. Project Manager. Each Joint Venturer will appoint and pay for its own project manager who will, under the direction, control, and authority of such Joint Venturer, be responsible for the direction and management of such Joint Venturer's portion of the Work (in accordance with policies and procedures established by the Joint Venturers), coordinate the work on the Project, and be responsible for necessary contracts for the Project.

8. Schedule. ATSI, with input from B&C, shall create a supply schedule for the Project.

9. Record Keeping. Each Joint Venturer will separately maintain books of account with respect to its performance of the Work allocated to it under this Agreement, and will assume, among other things, the payment of all payroll taxes, payroll insurance premiums, property taxes, sales-use taxes, state and federal income taxes, license fees, permits, and other costs that pertain to and arise out of its performance of the Work allocated to it. Each Joint Venturer will be responsible for and file the appropriate reports or returns concerning the performance of its share of the Work, and will report all payments, income, costs, and expenses attributable to such Joint Venturer's performance of the Work on its own federal and state income tax returns. The Joint Venture will not file federal, state, or other tax returns, except as otherwise required by applicable law.

10. Bank Account and Payments. A bank account for the Joint Venture will be opened in a bank selected by the Joint Venturers and all funds received from the Project owners or the party with whom the Joint Venture may contract shall be endorsed by both Joint Venturers and deposited into said account. Payments to ATSI or B&C will be made within ten (10) days of receipt of payment from the Project owners or party with whom the Joint Venture may contract, and any pay estimate on which payment is made will be the basis for payment to the Joint Venturers.

11. Accounting. A separate ledger for the Joint Venture will be kept and maintained by ATSI for the entry of all accounts in connection with the Project. All books of account, records,

ATSI: _____
B&C: _____

vouchers, contracts and data of any character relating to the performance of the Project will be open to examination and copying by either Joint Venturer.

12. Payment of Suppliers. If a supplier is used by a Joint Venturer, that Joint Venturer will pay its suppliers' invoices from funds received for such Joint Venturer's scope of Work. Each Joint Venturer will copy and forward all supplier lien releases to the other Joint Venturer to allow each Joint Venturer to maintain complete job payment records.

13. Punchlist Items. Each Joint Venturer agrees to provide, at its own expense, all requirements of the Project owner in the performance of the Project contract applicable to its portion of the Work, including, but not limited to, repair or replacement of existing facilities, cleanup and punchlist items.

14. Bid, Performance, and Payment Bonds. If any bid, payment, and performance bonds are required of the Joint Venture with respect to the Project, they will be furnished and paid for by ATSI and B&C in proportion to their respective portions of the Work and each Joint Venturer shall defend and indemnify the other for any loss relating to their portion of the Work.

15. Labor Activity. If either Joint Venturer is the target of picketing or handbilling activities by or on behalf of a labor organization, that Joint Venturer will take all reasonable steps, at its own expense, to: (a) halt secondary activity by filing and prosecuting unfair labor practice charges with the National Labor Relations Board; (b) prosecute any trespassers by means of threatening arrest or filing criminal charges; and (c) pursue a court injunction against any mass or violent picketing.

16. Indemnification. Each Joint Venturer assumes full responsibility for the performance of its portion of the Work set forth in this Agreement. To the greatest extent permitted by law, each Joint Venturer will defend, indemnify, and hold harmless the other Joint Venturer, the Joint Venture, and the officers, directors, employees, agents, and successors in interest of the other Joint Venturer, from and against any and all suits, actions, claims, demands, judgments or liabilities for damages, losses, or expenses of any kind whatsoever, including, but not limited to, injuries or death of persons and damage to property and attorneys' fees and costs, arising out of or in connection with: (a) the portion of the Work performed or required to be performed by the indemnifying Joint Venturer under this Agreement; or (b) the indemnifying Joint Venturer's breach, default, or failure to perform or comply with any term, provision, duty, or obligation of or under this Agreement or applicable law. However, nothing in this paragraph purports to indemnify a Joint Venturer against liability for damages for death or bodily injury, damage to property or any other loss, damage, or expense arising from the sole negligence or willful misconduct of such Joint Venturer or its employees, agents, servants, or independent contractors, or for any defects in design furnished by such Joint Venturer, its employees, agents, servants, or independent contractors. The indemnification provided for in this paragraph will continue in full force and effect after the completion of the Project and the dissolution of the Joint Venture.

17. Insurance. Each Joint Venturer shall obtain, maintain, and provide proof of commercial general liability insurance, automobile liability insurance, and workers compensation insurance in the minimum amounts required under the contracts for the Project. Each Joint Venturer shall be solely responsible for the payment of all premiums for the insurance coverage required of it, and will maintain commercial general liability coverage in full force and effect, or provide for similar coverage as under the policy or policies, for a period of not less than ten (10) years from the date of actual or constructive

substantial completion of the Project, as defined in California Code of Civil Procedure section 337.15, subdivision (g). ATSI and B&C will each add the Joint Venture as a named insured under their respective commercial general liability insurance policy to satisfy the requirements of the party with whom the Joint Venture contracts and as required by the respective contract. In addition, ATSI shall name B&C as an additional insured under its general liability insurance policy for purposes of the Joint Venture and B&C shall name ATSI as an additional insured under its general liability policy for purposes of the Joint Venture. ATSI and B&C will each add the Joint Venture and each other as additional insureds on all other specified insurance policies for purposes of the Project. All general liability insurance policies required by this paragraph shall be on occurrence based forms.

18. Liquidated Damages. If a Joint Venturer fails to timely complete its scope of the Work resulting in the assessment of liquidated damages, that Joint Venturer will pay the liquidated damages assessed and will not demand contribution from the other Joint Venturer. If liquidated damages will be backcharged to a supplier by the Joint Venturer using the supplier, the Joint Venturers will agree how the liquidated damages are to be applied before deductions are taken from payment for the Project. If the supply schedule indicates a potential for liquidated damages, then a meeting of the Joint Venturers will be held within two (2) weeks of identification of the schedule delay and a determination of responsibility and/or liability for liquidated damages decided within two (2) weeks of the meeting.

19. Backcharges. Neither Joint Venturer shall have the authority to backcharge the other for defective work or otherwise without a work order signed by each.

20. Taxes and Fees. Each respective Joint Venturer or Joint Venturer's supplier shall pay and/or obtain all permits, fees, licenses, and local taxes as pertain to their items of Work. Any necessary municipality business license fees for the Joint Venture will be paid by ATSI and be charged equally to the Joint Venturers.

21. Term. The relationship between the Joint Venturers is limited to the performance of the agreed upon Project under the terms of this Agreement, and is construed and deemed to be a joint venture only for the performance of the specific Project. This Agreement is not intended and does not make a Joint Venturer into a partner or agent of the other Joint Venturer, or in any manner limit either of the Joint Venturers in the conduct of their respective businesses or activities in the making of other contracts or the performance of other work, or impose any liability except that of performance of the terms, provisions, and conditions of this Agreement. This Agreement will terminate upon completion of the Project, the mutual agreement of the Joint Venturers, or as otherwise provided herein.

22. Project Closeout. On completion of performance of the Project under this Agreement, the Joint Venturers will settle and adjust all accounts in connection with the performance of the Project.

23. Bankruptcy. In the event of the bankruptcy or insolvency of a Joint Venturer, the bankrupt or insolvent Joint Venturer, from and after the date of bankruptcy or insolvency, will cease to have any say or voice in the management of any and the Project, and wherever it is provided in this Agreement that the act, consent, or decision of the Joint Venturers are required, it is deemed to mean the act, consent, or decision of the remaining solvent Joint Venturer. However, the insolvent Joint Venturer will remain liable for its share of any losses and will be entitled to receive its share of the profits, if any, as provided in this Agreement, for the Work performed by the bankrupt or insolvent Joint Venturer.

Should any such insolvency cause damage or extra cost to the other Joint Venturer, such damage or extra cost shall be charged against the interest of the insolvent Joint Venturer.

24. Creditors of Joint Venturers. The rights of any creditor, receiver, trustee, assignee, garnishee, executor, or administrator to assert any claim against the right, title, and interest of either Joint Venturer are limited solely to the right to claim or receive after completion of the Project, and after the closing of the accounts of the Joint Venture, the distributive share of such debtor Joint Venturer, and then only subject to the equities and prior rights of the other Joint Venturer.

25. Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be submitted to binding arbitration in San Diego, California within sixty (60) days of either Joint Venturer's demand. The arbitrator will be mutually agreed upon by the Joint Venturers or appointed by a court. The then current rules of JAMS for Engineering and Construction disputes. Any award rendered by the arbitrator may be entered as a final judgment in any court of competent jurisdiction.

26. Attorneys' Fees. In the event either Joint Venturer (a) commences any action or proceeding against the other by reason of any breach or claimed breach of any provision of this Agreement, (b) commences any action or proceeding in any way connected with this Agreement, or (c) seeks a judicial declaration of rights under this Agreement, the Joint Venturer prevailing in such action or proceeding shall be entitled to recover from the other Joint Venturer, the prevailing Joint Venturer's reasonable attorneys' fees and costs including, but not limited to, expert witness fees, witness fees, and any and all other fees and costs, whether or not the proceeding or action proceeds to judgment.

27. Successors. The foregoing provisions and stipulations of this Agreement bind the Joint Venturers and their respective successors and assigns.

28. No Oral Modifications. Any change to this Agreement must be in writing, signed by the Joint Venturers.

29. Headings. The headings of the paragraphs to this Agreement are for reference purposes only and are not to be used for the purpose of construing the language used in the paragraphs.

30. Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the party for which he or she signs. Each Joint Venturer represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Joint Venturer's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Joint Venturer and enforceable in accordance with its terms.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Joint Venturers have read this Agreement, agree to its terms and conditions, and have executed and delivered this Agreement on the dates set forth below.

ADVANCED TRANSIT SOLUTIONS, INC.,
a California corporation

B&C TRANSIT, INC.,
a Florida corporation

Signature: _____
Michael High, President
Dated: _____

Signature: _____
Jeffrey B. Steele, Executive Vice President
Dated: _____

EXHIBIT A

Scopes of Work

Key Code: X = Task Completion; R = Review
 Only: S = Support

Task

PRIME

B&C

ATSI

COMMENT

TRAIN CONTROL SYSTEMS - DIVISION OF RESPONSIBILITIES - DESIGN

Signal System Design

Develop/Modify Specifications		X		
Verify/Modify Cable Plans		X		
Verify/Modify Raceway/Conduit and Underground Plans		X		
Verify/Modify Track Plans		X		
Verify/Modify Route Locking Charts		X	R	
Develop/Modify Control Lines		X	R	

Signal System Details

Microprocessor, Track Circuit & Relay Racks Detail design		S	X	
Signal House and Case Grounding		X	R	
Track Circuit Negative Return Rail Arrangement		X	R	
Typical Impedance Bond Installation Details		X	R	
Interface with Traction Power		X	R	
Typical Crossover Bonding		X	R	
Typical Welded Bonding Connections		X	R	
Typical Negative Return Connections		X	R	
Typical Crossbonding Connections		X	R	
Typical Electrical connection box		X	R	
Interface with SCADA (Signal Comm)		X		
Control Center Modifications for SCADA		METRO		

TRAIN CONTROL SYSTEMS - DIVISION OF RESPONSIBILITIES - CONSTRUCTION

Signal System Supply/Install

Local Control Panel Layout		X		Soft Panels
Local Control Panel Circuits		X		Software by B&C - I/O to Microlok by ATSI
Processor Input/Output Assignments			X	
Microprocessor Programming - Signal System Application Logic (SSAL)			X	
Microprocessor Hardware Configuration			X	
Switch Control and Correspondence Circuits			X	
Signal Lighting Circuits			X	
Wired Track Circuit, Microprocessor & Relay Racks			X	
Signal House & Case Supply (If Needed)			X	
Signal House and Case Layouts			X	
Signal House and Case Installation and Foundations	X			
Signal House Rack Layout Assembly and Wiring		R	X	B&C to Furnish Comm Racks in Houses
Signal House Wall Arrangements and Wiring			X	
Control Center Interface (Equipment and Wiring)		X		
Control Center Interface (Programming)		X		
Track Circuit Equipment			X	
Test Track Equipment Supply			X	
Switch Machine Supply			X	
Interlocking Signal			X	
Speed/ATWC Loop Supply			X	
Speed/TWC Configuration			X	
Cable Pull Calculations	X			
Conduit/Cable Routing	X			

Signal System Integration

Product Submittals		R	X	
O&M Manuals		X	S	Support by ATSI
Training Program and Manuals		X	S	Support by ATSI
Test Program Plan		X	S	Support by ATSI
Factory Test (FAT) Procedures and Forms		R	X	Support by B&C
FAT Wiring and Circuit Breakdown Testing			X	Support by B&C
FAT Microprocessor Configuration and I/O Verification Testing			X	Support by B&C
FAT Operational Verification Testing with Simulated External Devices			X	Support by B&C

Task	Key Code: X = Task Completion; R = Review Only, S = Support			COMMENT
	PRIME	B&C	ATSI	
As-Wired Drawings (Factory Tested and Verified)		X	X	Comm/System Level by B&C - Detail design by ATSI
Final FAT Testing Documentation		X	X	Comm/System Level by B&C - Detail design by ATSI
Field Test(FT) Procedures and Test Result Forms		X	X	Comm/System Level by B&C - Detail design by ATSI
FT Relay Functionality Testing		X	X	Comm/System Level by B&C - Detail design by ATSI
FT Microprocessor Functionality Testing		X	X	Comm/System Level by B&C - Detail design by ATSI
FT SCADA Functionality and Data Transfer Testing		X	X	Comm/System Level by B&C - Detail design by ATSI
FT Switch Machine Operation and Correspondence Testing			X	
FT Signal Lighting and Aspect Testing			X	
FT TWC Testing			X	
FT Vehicle Detection Testing			X	
FT Installation Adjustment Testing			X	
FT Station Dwell Adjustment Testing			X	
FT Interface with Emergency Backup			X	
FT Failure Response Testing			X	
FT System Operational Testing and Verification			X	
FT Vehicle interface CAB			X	
Final FT Integrated Testing Documentation		X	X	Comm/System Level by B&C - Detail design by ATSI
Final As-Built Drawings		X	X	Comm/System Level by B&C - Detail design by ATSI
Final Interlocking SSAL As-Built		X	X	Comm/System Level by B&C - Detail design by ATSI
Final As-Built Drawings (civil)	X			
Interface with SCADA				
Test Plans,		X		
Procedures, Results Forms		X		
Field Installation and Testing		X		
Final Integrated Testing		X		
Yard Control System				
Design		X		
Procurement		X		
Installation		X		
Testing		X		
Architectural interface		X		
TRACTION POWER - DIVISION OF RESPONSIBILITIES - DESIGN				
BFS Specifications/Drawings				
Develop/Modify Specifications	X			
Develop/Modify Drawings	X			
Traction Power Substations				
Layout/Seismic	X			
Soil Testing	X			
Ground Grids	X			
Configuration	X			
Footprints	X			
HMI	X			
Wiring	X			
Cabling	X			
Reliability Modeling	X			
Test Plans,	X			
Procedures, Results Forms	X			
Modeling				
Traction Power System Modeling	X			
AC Modeling	X			
Report	X			
Harmonic Study	X			
Modify Modeling Report	X			
Medium Voltage feed to TPSS				
<i>Coordination with Utility company</i>	X			
<i>Design AC feed to TPSS from meter</i>	X			
<i>Design Infrastructure from TPSS to meter</i>	X			
<i>Design Infrastructure from TPSS to trackway</i>	X			
<i>Design AC feed from TPSS to Buildings</i>	X			
Electrification System Final Design				

Task	Key Code: X = Task Completion; R = Review Only; S = Support			COMMENT
	PRIME	B&C	ATSI	
Traction Power Substations	X			
Medium Voltage Distribution	X			
Auxiliary Electrification Supply	X			
Cabling AC				
Final Design	X			
Layout	X			
Factory Testing	X			
Pull Calculations	X			
Cabling DC				
Final Design	X			
Layout	X			
Factory Testing	X			
Pull Calculations	X			
Tie-In to Existing Mainline	X			
Electro-Magnetic Interface	X			
SCADA				
System Design		X		
IO Points List		X		
Verify/Modify Cable Plans		X		
Verify/Modify Raceway/Conduit & Underground Plans	X			<i>B&C to provide cable requirements</i>
TRACTION POWER - DIVISION OF RESPONSIBILITIES - CONSTRUCTION				
O&M Manuals - Switchgear	X			
Training Manuals & Tests - Switchgear	X			
Design Test	X			
AC Switchgear	X			
Rectifier	X			
Rectifier Transformer	X			
DC Switchgear	X			
Batteries	X			
Aux Power Supplies	X			
Integrated Transformer Rectifier	X			
Buildings	X			
Factory Testing				
AC Switchgear	X			
Rectifier	X			
Rectifier Transformer	X			
DC Switchgear	X			
Batteries	X			
Aux Power Supplies	X			
Re-Assembly and Field Installation	X			
As-Built Plans	X			
As-built Plans for civil work	X			
Soil Testing	X			
Cathodic Protection	X			
SCADA				
O&M Manuals		X		
Test Plans		X		
Procedures, Results Forms		X		
Installation	X			
Final Testing	X	X		
Traction Power Systems Integration				
Existing DC System (Main Line)	X			
Existing OCS Tie-In	X			
Communications Systems		X		
Auxiliary Power Systems	X			
Integrated Vehicle/Power Testing				
Train Start Testing	X	S		
Overcurrent Relay Setting	X	S		
Simulated Operations Testing	X	S		

Key Code: X = Task Completion; R = Review
Only: S = Support

Task	PRIME	B&C	ATSI	COMMENT
COMMUNICATION SYSTEMS - DIVISION OF RESPONSIBILITIES				
General				
Develop/Modify Specifications		X		
Develop/Modify Drawings		X		
Verify/Modify Cable Plans		X		
Verify/Modify Raceway/Conduit and Underground Plans- Outside work		X		
Verify/Modify Raceway/Conduit and Underground Plans- Bldg work		X		
System Integration Plan		X		
System Integration Manager		X		
O&M Manuals & Training		X		
Test Plans		X		
Procedures, Results Forms		X		
CTS (From Main Line Ductbank)				
System Design		X		
Hardware Configuration		X		
Software Configuration		X		
Installation		X		
Test		X		
ROC	METRO			Coordination by B&C
SCADA	METRO			Coordination by B&C
Radio	METRO			Coordination by B&C
Telephone System				
System Design		X		
Equipment Configuration		X		
Software Configuration		X		
Install	X			
Wiring / Test		X		
Antenna System				
Layout & Install Conduit Only	X			
Public Address (Shop & Yard)				
System Design		X		
Equipment Configuration		X		
Software Configuration		X		
Install	X			
Architectural Integration		X		
Interface to OCC		X		
Interface to existing audio switch equipment		X		
Zone assignments		X		
Manual announcement design / Wireless microphone		X		
Pre-recorded messages		X		
Install + Field Wiring	X			
Test	X	X		
SCADA				
System Design		X		
PLC's		X		
Configuration		X		
Programming		X		
Coordination with TPSS/Systems/Facility Equipment		X		Support by Prime
Fire Alarm System Interface		X		Support by Prime
Fare Collection Interface		X		Support by Prime
PA System Interface		X		Support by Prime
Video Surveillance System Interface		X		Support by Prime
Aux Power Interface		X		Support by Prime
Elevator / Escalator Interface		X		Support by Prime/Elevator Contractor
Install	X			
Test	X			
Fire Alarm				
System Design		X		
Coordination with SCADA Contractor and other systems		X		
Furnish		X		
Install + Field Wiring	X			
Testing/AHJ Approval	X			
Access Control				

Task	Key Code: X = Task Completion; R = Review Only; S = Support			COMMENT
	PRIME	B&C	ATSI	
System Design		X		
Hardware Configuration		X		
Software Configurion		X		
Installation	X			
Testing	X	X		
COMM ROOM				
System Design		X		
Hardware Configuration		X		
Software Configurion		X		
Installation	X			
Test	X	X		
Closed Circuit Television System				
System Design		X		
Equipment Configuration		X		
Software Configuration		X		
Wiring/Installation	X			
Camera installation plans and field-of-view plans		X		
Architectural Coordination		X		
Test	X	X		
Blue Light Stations				
Design		X		
Equipment Procurement		X		
Install	X			
Test	X	X		
SAFETY AND SECURITY - DESIGN				
Preliminary Hazards Analysis		X	S	
Threat Vulnerability Assessment		X		
Certifiable Items List		X	S	
Support Safety Certification	X	S	S	<i>Input Required from all parties</i>
SAFETY AND SECURITY - CONSTRUCTION				
Support Safety Certification	X	S	S	<i>Input Required from all parties</i>
SYSTEM INTEGRATION - DESIGN				
Design Integration		X		
In progress integration reports		X		
System integration report		X		
SYSTEM INTEGRATION - CONSTRUCTION				
Design Integration		X		

FORM 5 - DBE AFFIRMATION – CONSTRUCTION

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

- 1. RFP/IFB Number: C0991
- 2. Project Name Division 16: Southwestern Yard
- 3. Name of the Prime: Balfour Beatty Infrastructure Inc.
- 4. Business Address: 1050 Lakes Dr., Ste. 200 West Covina CA 91790
Street City State Zip
- 5. Name of Proposed DBE Business: Analysis & Solutions Consultants
- 6. Business Address: 150 Executive Park Blvd., Ste. 3600 San Francisco, CA 94134
Street City State Zip
- 7. Total DBE Dollars Committed: \$ 205,560
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)
- 8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>
Construction Noise & Vibration Monitoring

NAICS: 51330

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty Infrastructure Inc.
Name of Business
Pat Traverso
Authorized Signature of Business
PAT TRAVERSO
Typed or Printed Name of Signee
ASSISTANT SECRETARY
Title of Signee
909-770-7020
Telephone
LYAL@BBILIS.COM
Email
1/22/15
Date

Analysis & Solutions Consultants
Name of DBE Business
Dots Oyenuga
Authorized Signature of DBE Business
Dots Oyenuga, Ph.D., P.E.
Typed or Printed Name of Signee
Principal
Title of Signee
(510) 207-1387
Telephone
ascengineer@me.com
Email
01/21/15
Date

FORM 5 - DBE AFFIRMATION – CONSTRUCTION

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

- 1. RFP/IFB Number: C0991
 - 2. Project Name Division 16: Southwestern Yard
 - 3. Name of the Prime: Balfour Beatty / Kemp Bros. Joint Venture
 - 4. Business Address: 1050 Lakes Drive, Ste. 200, W. Covina, California 91790
Street City State Zip
 - 5. Name of Proposed DBE Business: TSG Enterprises, Inc. dba The Solis Group
 - 6. Business Address: 131 N. El Molino Avenue, Suite 100, Pasadena, CA 91101
Street City State Zip
 - 7. Total DBE Dollars Committed: \$ 151,000.00
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)
 - 8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>
To provide Jobs Coordinator services under LACMTA's Project Labor Agreement.
- NAICS: 541611

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty / Kemp Bros. Joint Venture
Name of Business

Pat Traverso
Authorized Signature of Business

PAT TRAVERSO
Typed or Printed Name of Signee

ASSISTANT SECRETARY
Title of Signee

909-770-7020
Telephone

uyal@bbius.com
Email

1/22/15
Date

TSG Enterprises, Inc. dba The Solis Group
Name of DBE Business

Gary A. Hamm
Authorized Signature of DBE Business

Gary A. Hamm
Typed or Printed Name of Signee

Senior Vice President
Title of Signee

626-685-6989
Telephone

ghamm@thesolisgroup.com
Email

1/20/2015
Date

FORM 5 - DBE AFFIRMATION – CONSTRUCTION

TO BE COMPLETED BY OFFEROR AND AFFIRMED BY DBE SUBCONTRACTORS

Offeror and DBE subcontractors, at any tier level, are required to complete this form and affirm that DBEs subcontractors will be utilized consistent with the level of participation referenced on the Form 1 (Proposed List of Subcontractors & Suppliers) and Form 3 (DBE Proposed Lower Tier Subcontractors & Suppliers). Offeror and DBE subcontractors must sign this form attesting to the accuracy of the information provided.

1. RFP/IFB Number: C0991
2. Project Name Division 16: Southwestern Yard
3. Name of the Prime: Balfour Beatty / Kemp Bros. Joint Venture
4. Business Address: 1050 Lakes Drive, Ste. 200, W. Covina, California 91790
Street City State Zip
5. Name of Proposed DBE Business: Soteria Company, LLC
6. Business Address: 28134 S. Western Ave., #150 San Pedro CA 90732
Street City State Zip
7. Total DBE Dollars Committed: \$ \$317,500
(Amount should match \$ Amount listed for this business on Form 1 or Form 3)
8. Identify the scope of work to be performed by DBE subcontractor and provide applicable Northern America Industry Classification System (NAICS) code(s): <http://www.census.gov/eos/www/naics/>
System Safety and Security Planning, Analysis and Certification. Reliability,
Maintainability, Availability and Dependability Planning, Analysis and Demonstration.

NAICS: 541690

Affirmation:

Signatures of the authorized representatives of the Offeror and the DBE business below, represents the commitment by both parties. A formal subcontract agreement between the Offeror and the DBE subcontractor shall include the scope(s) of work and monetary commitment referenced above. DBE commitments in this document shall be a condition of contract award.

Balfour Beatty / Kemp Bros. Joint Venture
Name of Business
Pat Traverso
Authorized Signature of Business
PAT TRAVERSO
Typed or Printed Name of Signee
ASSISTANT SECRETARY
Title of Signee
909-770-7020
Telephone
uyal@bbius.com
Email
1/22/15
Date

Soteria Company, LLC
Name of DBE Business
Thomas C Griego
Authorized Signature of DBE Business
Thomas C. Griego
Typed or Printed Name of Signee
Manager
Title of Signee
310-753-7470
Telephone
tom.griego@soteriacompany.com
Email
1/21/15
Date



2.3-B DBE Contracting Plan

DBE CONTRACTING PLAN

for the

DESIGN AND CONSTRUCTION OF THE DIVISION 16: SOUTHWESTERN YARD C0991

Submitted to:

Los Angeles County Metropolitan
Transportation Authority (LACMTA)

Submitted by:

Balfour Beatty / Kemp Bros. Joint Venture

Submitted on:

January, 22, 2015

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Executive Summary

Balfour Beatty/ Kemp Bros. Joint Venture. (BBKB) is pleased to provide a proposal for the design and construction of the Southwest Maintenance Yard for the LAX / Crenshaw Light Rail Line for LACMTA. Below you will find the details of our DBE Contracting Plan as required by the Letter of Invitation to Bid for this project.

We are committed to meeting the goals set by LACMTA for this project while undertaking a comprehensive outreach effort with the goal of not only meeting and exceeding the goals of the project at hand, but to develop a stronger relationship with the DBE community for many years to come.

The Balfour Beatty team with all of its subcontractors is looking forward to the opportunity to deliver this important project for LACMTA.

Team History of Partnerships with DBEs

BBKB has compiled a team of designers, contractors, and consultants that have a history of fostering great relationships with the Disadvantage Business Enterprise community with a solid track record of meeting and exceeding DBE Contracting goals on recent projects, particularly projects in the Los Angeles County.

Project Scope

The Project consists of the design and construction of a 48-car rail maintenance yard to service the LAX / Crenshaw Light Rail Line. Project scope includes:

Civil

- Demolition and site grading
- Utilities installation (storm drain, sewer, water, gas, electric, lighting)
- Asphalt and Concrete Paving
- Site Concrete / Flatwork
- Fencing / Striping / Landscaping

Buildings

- Installation of 10 buildings with total area of approximately 115,000 sf.
- Installation of shop equipment

Track and Systems (including integration with the mainline systems)

- Track installation
- OCS system
- TPSS
- Communications system
- Signaling system

DBE Participation

LACMTA established a **“Race Conscious Disadvantaged Business Enterprise”** contract goal for this project in the percentage of:

- Twenty Percent (20%) of the Total Contract Price for Design Cost
- Sixteen Percent (16%) of the Total Contract Price for Construction Cost

As described in the Invitation to Bid, the Balfour Beatty team has performed a comprehensive “Good Faith Effort” following the Good Faith Effort Steps outlined in SP-404 of the Special Provisions as follows:

1. Advertisement
2. Notification to small business organizations/community groups
3. Select portion of the work to be subcontracted
4. Request for Proposal, specification information
5. Solicitation follow-up
6. Assistance in obtaining bonds and insurance
7. Attend pre-bid/pre-proposal conference
8. List of subcontractors submitting bids/proposals
9. Commitment of other offerors

DBE Contracting Plan Requirements

Identification of DBE Liaison Officer

BBII has selected Lisa Ziegler as its DBE Liaison Officer for this project. Lisa brings over 20 years of construction experience to the project and most recently administered Balfour Beatty’s DBE/SBE program on our contracts on EXPO 1 and EXPO 2 Light Rail lines in Los Angeles, California.

Estimated Monetary Subcontractor Commitments – Design and Construction

Design

The Balfour Beatty team includes STV Inc. as the design subconsultant, taking on the design work on the project. Our team has identified the following second tier design subcontractors that would work under STV to provide design services representing \$2,033,745 or 21% of the overall design cost:

Construction

Due to the design-build nature of this project many of the subcontractors will be identified as the design progresses after NTP in accordance with the Contracting Plan that will be submitted for LACMTA’s approval after award. However, based on the limited design available at this stage, we have identified \$356,000 of participation for construction:

Identification of the Scopes of Work for All DBE Subcontractors Commitment on Design; and All Known DBE Subcontractors for Construction

Design

Discipline	STV Amount	DBE Amount	Total	Assigned DBE
Project Management / Quality Assurance	\$1,179,166	\$0	\$1,179,166	
Architectural	\$1,102,857	323,141	\$1,425,998	FMG Architects
Structural	\$250,419	670,400	\$920,819	Bayez & Patel, Inc.
Electrical	\$907,369	\$0	\$907,369	
Mech	\$725,992	\$0	\$725,992	
IE	\$324,456	\$0	\$324,456	
Track	\$656,782	\$0	\$656,782	

Systems and Integration	\$2,094,209	\$198,290	\$2,292,499	Auriga Corporation
Civil	\$407,504	272,240	\$679,744	D'Leon Consulting Engineers, Corp.
Survey	\$0	66,774	\$66,774	Coast Surveying Inc.
Geotech	\$0	273,900	\$273,900	Diaz Yourman & Associates
Safety Certification		229,000	\$229,000	Soteria
Total	\$7,648,755	\$2,033,745	\$9,682,500	21.00%

Construction

The Solis Group – Labor Coordination - \$151,000

ASC – Noise and Vibration Monitoring - \$205,000

Identification of Scopes of Work Committed and/or Anticipated for Award to DBE Firms

For design, we have committed to award contracts to the DBE firms listed above that represent over 20% of the total design cost.

For construction, our team has identified work scopes with an estimated value of over \$35m, of which we anticipate to award approximately \$27m to DBE Firms representing our commitment of 16% DBE participation of the construction cost. We have identified many race-conscious DBE firms willing to bid and perform the work for each of these identified scopes (see chart below).

	Scope	Estimated Value of Work	% Toward DBE Goal	Value Toward DBE Goal	Potential DBE #1	Potential DBE #2	Potential DBE #3
1	Equipment	\$10,000,000	60%	\$6,000,000	G&C Corporation	King Equipment	Fine Grade Equipment
2	Structural Building Concrete (earthwork)	\$225,000	100%	\$225,000	Advantage Demolition	Accu Construction	Bert W. Salas
3	Structural Building Concrete (formwork)	\$175,000	100%	\$175,000	Abdellatif Enterprises		
4	Rebar	\$2,200,000	100%	\$2,200,000	Kelagoon Construction	Martinez Steel	Stantru
5	Masonry	\$450,000	60%	\$270,000	G&C Corporation	Ramirez Masonry	Dominguez Construction
6	Structural Steel	\$3,500,000	100%	\$3,500,000	EW Corporation	A B S L Construction	Empire Steel
7	Metal Decking	\$5,000	100%	\$5,000	Golden State Grating	ACC Precision	Golden Bay Fence Plus Iron Works
8	Lumber	\$30,000	60%	\$18,000	G&C Corporation	ABC Construction Specialties	Ayus & Company
9	Roofing	\$200,000	60%	\$120,000	G&C Corporation	Apex Building Supplies	Bravo Roofing
10	Sheetmetal/Panels	\$540,000	60%	\$324,000	G&C Corporation	Certified Air Balance	Ayus & Company
11	Glazing/Windows	\$600,000	60%	\$360,000	G&C Corporation	Ayus & Company	Comprehensive Glass Works

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DBE CONTRACTING PLAN

12	Overhead & Bi-fold Doors	\$600,000	100%	\$600,000	American Dock & Door	Exact Door	Best Roll-Up Door
13	Ceilings	\$250,000	100%	\$250,000	A-1 Precision Builders	Accurate Construction	Lucas Builders Inc.
14	Metal Studs and Drywall	\$1,500,000	100%	\$1,500,000	Inline Construction	DOD Construction	Aymco Construction
15	Fences & Gates	\$500,000	100%	\$500,000	Ace Fence	In-Line Fence & Railing	Legend Fence
16	Painting	\$900,000	100%	\$900,000	Mariscal Painting	Leroy Vasquez	Haley Industrial
17	Flooring	\$75,000	100%	\$75,000	Floor Tech America	Quality Flooring	Lennova
18	Fire Protection	\$500,000	100%	\$500,000	First Responder	Jordan Fire	Superior Fire Inc.
19	Plumbing	\$850,000	100%	\$850,000	Caliagua	David Arroz Plumbing	Valley Sewer
20	HVAC	\$1,600,000	100%	\$1,600,000	Airway Mechanical	Consolidated Mech	H&H Mechanical
21	Electrical Subcontractors	\$3,200,000.00	100%	\$3,200,000	B&B Diversified	Dyson Electric	Barnes Electric
22	Track Materials	\$7,400,000.00	60%	\$4,440,000	B&B Diversified	BBA Project Inc.	LIN Industries
23	Signal and OCS Materials	\$2,650,000.00	60%	\$1,590,000	Integrity Wire	EDS&C	Global Electric
24	Site Services (Janitorial, Portable Toilets, etc.)	\$400,000.00	100%	\$400,000	YBI Management	Dependable Janitorial Services	A & W Industries
25	Public Information Officer	\$250,000.00	100%	\$250,000	ARAS Enterprises	BIC Group LLC	Padilla & Associates
26	Abandon Old + Install new Monitoring Wells	\$60,000.00	100%	\$60,000	ABC Drilling	Coreprobe Drilling	Woodward Drilling
27	Construction Survey	\$500,000.00	100%	\$500,000	Coast Surveying	Cal Vada Surveying	Chaudhary & Associates
28	Testing and Inspection	\$600,000.00	100%	\$600,000	ISI	Sequoia	Diaz Consultants
29	Drainage and Utilities	\$2,300,000.00	100%	\$2,300,000	Bonita Pipe	Valverde Construction	Flores Construction
30	Office Supplies / Furniture / Trailer etc.	\$450,000.00	60%	\$270,000	YBI Management	Oasis Business Supply	AFA Consulting
31	Contaminated Material Off-Haul	\$2,200,000.00	60%	\$1,320,000	Deltech Engineering	Exaro Technologies	Tri-Span Inc.
32	Clean Soil Trucking	\$600,000.00	60%	\$360,000	Miranda Logistics	Anytime Trucking	C. P. R. Trucking
Total Identified Potential Construction Participation				\$35,262,000			

As we progress through design, we will proceed to subcontract these identified scopes in accordance with our LACMTA approved contracting plan, ensuring our DBE commitment of 16% of the construction cost is met.

Monthly Work Breakdown Structure (WBS) Sample / Monthly Provisional Sum Work Status Report Sample

As required we will develop a detailed WBS along with the schedule of values as we finalize the design and the associated quantities. This report, along with the monthly DBE utilization reports, will allow us to track the monthly DBE participation as we identify the DBE subcontractors associated with the corresponding items in the WBS.

In addition, we will be submitting a monthly Provisional Sum Status report as required, which would track the amounts submitted for payment, and paid under each Provisional Sum item by DBE and non-DBE subcontractors, allowing close tracking of processing provisional sum work bills and timely payment to subcontractors.

Description of Efforts Used to Meet or Exceed Race Conscious and/or Race-neutral DBE Commitments

The summary below represents our efforts to meet and exceed LACMTA’s DBE goals for this project. Detailed documentation regarding these efforts is located in our Good Faith Effort documentation and is available upon request.

Step 1 – Advertisement

An ad was developed that included all of the required elements for the LACMTA Good Faith Effort: company contact info; items of work; identification of owner; name and location of project; bid due date; subcontracting conditions; offer to provide assistance with bonding and insurance; offer to facilitate DBE participation by adjusting work tasks, quantities, and schedule; a link for accessing plans and specifications; and a due date for responses. The ad was placed in the following publications:

Publication	Publication Type	Duration
LA Daily News	General Circulation Newspaper	10/19/14 & 7 days on-line
Compliance News	On-Line DBE-focused publication	10/20/14
Construction Update	Trade Publication	10/23, Thurs thru 11/20/14
Minority Bidders Bulletin	Minority-focused publication	10/27, Mon thru 11/24/14
Reed Construction Data	Trade Publication	10/27, Mon thru Bid Date

Step 2 – Notification to Small Business Organizations and Community Groups

In an effort to maximize DBE and small business participation, notifications were sent to a list of 23 small business and DBE organizations and community groups. This list was composed of 15 organizations that Balfour Beatty notifies on a regular basis, and included eight additional organizations taken from LACMTA’s Transit Business Advisory Council (TBAC) website. These notifications were sent by e-mail whenever possible and by fax if e-mail addresses were not available or functioning. The notifications requested assistance from the organizations in soliciting subcontractor and supplier bids from all qualified DBE firms affiliated with them. These notices included: project and owner information; bid due date; items of work; subcontracting conditions; offer to provide assistance with bonding and insurance; offer to facilitate DBE participation by adjusting work tasks, quantities, and schedule; and a request to have interested firms contact us for more information.

Step 3 – Select Portions of the Work to be Subcontracted

In conjunction with the estimating teams at Balfour Beatty, Kemp Bros. (JV Partners), and STV (Design Sub), a list of work areas was developed to be included in our advertisements and invitations to solicit DBE participation. This list included elements from all phases of the project, from design through construction. This list was used in every

solicitation, and in the letters to community organizations seeking additional DBE referrals. The amount of work covered by the selected work items in the design and construction portions of the project was well above the required amounts to meet the DBE participation goals.

As noted above, we were able to meet and exceed the 20% design DBE goal and for construction we have identified scopes of work far exceeding the 16% goal in value for which viable, competent DBE's exist to perform the work. As the final design is developed, we will, in accordance with our approved Subcontracting Plan, will subcontract at least 16% of the construction value to DBE firm from the list of identified scopes.

Step 4 – Invitation for Bid / Request for Proposal

An Invitation To Bid (ITB) was developed based on the advertisements that were placed, but going into greater detail, to be sent to potential subcontractors and suppliers. These notices clearly identified portions of the work available to DBEs; identified bonding requirements and offered assistance in obtaining bonds and insurance; identified the project as design/build and encouraged contact well ahead of bid time; gave a link for plans and specs; provided contact information by e-mail, phone, fax, and postal mail; and provided a form for responding.

Due to the size and complexity of the project and the number of entities involved in our effort, there were several batches of solicitations sent out. Our first solicitation e-mail went out on 11/10/14 and was a general e-mail soliciting all trades involved. The second and third solicitations went out on 11/20/14, and were more focused specifically to design firms and building trades. A final solicitation went out on 12/9/14.

The design firms were taken from the LACMTA List of Certified Firms that was included in the project documents. We solicited all of the firms listed in the areas that our designer indicated that they were looking for assistance. For the construction firms, we selected several areas of work, and then downloaded these work types from a search of the State of California CUCP database. These searches were downloaded, and then per LACMTA spec on page 3-32 of the DBE Instructions to Bidders, at least 50% of the listed firms were solicited. The solicited categories include:

Code	Category	Listed Firms	Solicited
C3901	Asphalt Concrete	32	17
C1601	Clear & Grub	51	26
C7301	Concrete Curb & Sidewalk	21	11
C4010	PCC Pavement	4	4
C9880	Demolition	33	18
C8000	Fencing	25	13
C9851	Fire Protection	6	4
C4201	Grind & Groove Pavement	9	6
C9632/9633	Hazardous Substance/Waste Removal	11	6
C9866	Heating & Air Conditioning	45	23
C2065/9867	Irrigation System/Landscaping	27	14
C9842	Masonry	26	13
C5105	Minor Concrete Structure	41	22
C9854	Painting Structures	49	25
C9850	Plumbing	33	17
C6101	Railroad Work	2	1
C5201	Reinforcing Steel	11	7
C1901/1910	Roadway Excavation/Grading	102	51
C9837	Roofing	23	12

C8602	Signal & Lighting	12	6
8405/06/8501	Traffic Striping & Marking	15	8
C8760/9826	Land Surveyor/Land Surveying	50	25
C5401	Waterproofing	5	4
C0656/9865	Doors/Frames/Installation	9	5
C9840	Floor Covering	19	10
C9862	Residential AC & Sheet Metal	15	8

Step 5 – Solicitation Follow-Up

A call log was prepared based on each of the solicitations that were sent out. This form provided space for 3 attempts to follow up. Whenever a definitive answer was obtained, the date was entered in the first column to the left of the form. There are columns for the first and second attempts at follow-up, either by phone or e-mail. After two unsuccessful attempts at follow-up, the final attempt is entered in the Date column to the left, indicating a completed follow up effort. When a definitive answer is obtained, the Date column to the left is filled in signifying a successfully completed follow up. The follow up logs calls were made by the JV partners in their areas of expertise, and by the design sub in their discipline to at least 75% of the firms initially solicited.

Step 6 – Assistance in Obtaining Bonds & Insurance

This project is covered by a CCIP program wherein the Prime Contractor provides the insurance for the project. Therefore there is no assistance necessary for insurance for the subs. In regard to bonding, BBKB is negotiating with each potential subcontractor on an individual basis to provide the needed assistance with obtaining bonding. BBKB communicated to all of the subs that they will be reimbursed after execution of a subcontract for the cost of bonds.

Step 7 – Attendance at Pre-Proposal Conference

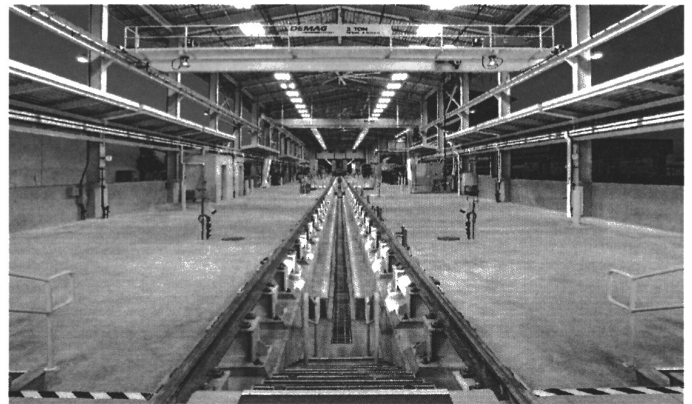
On October 1, 2014, LACMTA hosted a Meet and Greet for subcontractors to meet the bidding Prime Contractors and express interest in becoming involved with the project,. BBII, Kemp Bros., and STV were all represented at this meeting. Invitations to participate were distributed to interested subs at that time. This was immediately followed by the LACMTA’s Pre-Proposal meeting for this project. BBII, Kemp and STV were all represented at this meeting. This is documented in the attendance sign-in sheet kept by LACMTA for the meeting.

Step 8 – List of Subcontractors Submitting Bids/Proposals

The list of Subcontractors who are quoting the project will be prepared with a comparison to the selected sub and an explanation of the reason for selection.

Step 9 – Commitment of Other Offerors

BBKB, as in all their projects, have expanded an industry leading DBE outreach effort, with complete participation from the entire estimating staff of the JV team. We trust that upon review, LACMTA will find that our efforts will place us high amongst our competitors.



2.4 Price Bid

**CONTRACT NO. (IFB No. C0991)
DIVISION 16: SOUTHWESTERN YARD
SCHEDULE OF QUANTITIES AND PRICES FORM**

SCHEDULE OF QUANTITIES AND PRICES - SCHEDULE 'A' BASE WORK						
ITEM NO.	STANDARD COST CATEGORY	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SCHEDULE 'A' BASE WORK						
Support Facilities: Yards, Shops, Administration Buildings (SCC 30)						
1	30.03	Supporting Shops/Offices/Employee Facilities (1st & 2nd Flr.) Bldg. - (B-01) and Equipment	1	LS	N/A	\$ 23,810,000-
2	30.03	Truck/Car Repair/S&I/Blow-Down/Wheel True Pit (1st Flr.) Bldg. (B-02) and Equipment	1	LS	N/A	\$ 29,469,200
3	30.03	Control Tower (3rd Flr.) Bldg. (B-03) Including Console	1	LS	N/A	\$ 1,869,000 -
4	30.04	Carwash Bldg. (B-04) Including Equipment	1	LS	N/A	\$ 4,835,000
5	30.04	Material Storage Bldg. (B-06) Including Equipment	1	LS	N/A	\$ 2,975,000
6	30.04	Cleaning Platform Area (B-07) Including Equipment	1	LS	N/A	\$ 2,460,000-
7	30.04	Paint and Body Shop Bldg. (B-08) and (B-09) Including Equipment	1	LS	N/A	\$ 5,540,000 -
8	30.05	Yard and Yard Track	1	LS	N/A	\$ 14,880,000 -

Sitework & Special Conditions (SCC 40):						
9	40.01	Demolition, Clearing and Earthwork	1	LS	N/A	\$ 4,235,000 -
10	40.02	Site Utilities, Utility Relocation	1	LS	N/A	\$ 7,375,000 -
11	40.05	Guard House & Main Entrance Gate (B-11)	1	LS	N/A	\$ 110,000 -
12	40.06	Landscape / Hardscape	1	LS	N/A	\$ 2,550,000 -
13	40.08	Mobilization - Construction	1	LS	N/A	\$ 9,000,000 -
14	40.08	General Requirements	1	LS	N/A	\$ 3,100,000 -
15	40.08	120 Day Schedule, Baseline Schedule and Current Schedule Update	1	LS	N/A	\$ 350,000 -
16	40.08	Quality Insurance and Quality Control	1	LS	N/A	\$ 880,000 -
17	40.08	Approval of As-built Drawings	1	LS	N/A	\$ 800,000
18	40.08	Insurance Liability	1	LS	N/A	\$ 4,770,000 -
Systems (SCC 50):						
19	50.01	Train Control System & Signals - Bldgs. (B-13) and (B-14)	1	LS	N/A	\$ 14,500,000 -
20	50.03	Traction Power System Substation (TPSS) - Bldg. (B-05)	1	LS	N/A	\$ 10,500,000 -
21	50.04	Traction Power Distribution (TPD) Catenary - Emergency Generator and Pad - (B-10)	1	LS	N/A	\$ 4,950,000 -
22	50.04	Traction Power Distribution (TPD) Catenary - DWP Service Site with Metering - (B-12) and (East Service)	1	LS	N/A	\$ 870,000 -
23	50.05	Communications	1	LS	N/A	\$ 10,265,000 -

Professional Service Systems (SCC 80):						
24	80.02	Mobilization - Design	1	LS	N/A	\$ 400,000 -
25	80.02	Final Design	1	LS	N/A	\$ 9,282,900
					SCHEDULE 'A' - SUBTOTAL	\$ 17,791,700 -
The items in Schedule 'A' are included by LACMTA as part of the Total Contract Price and contract award to cover specified Work.						

Legend: CY=Cubic Yard, CD=Calendar Day, EA=Each, LF=Linear Foot, HR=Hours, LS=Lump Sum, SY=Square Yard, TF=Track Foot, PS=Provisional Sum, SF=Square Foot, TONS=Tons, SHIFT=Shifts, MO=Month, NTE=Not to Exceed.

SCHEDULE OF QUANTITIES AND PRICES - SCHEDULE 'B' OPTIONS						
ITEM NO.	STANDARD COST CATEGORY	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SCHEDULE 'B' OPTIONS						
3.3.1	10.12	Optional Test Track	1	LS	N/A	\$ 1,294,500.-
3.3.2	30.03	Optional Wheel Truing Machine	1	LS	N/A	\$ 2,585,200.
3.3.3	30.04	Optional Cleaning Platform Canopy				
		A) - Base Platform Canopy - 200 Foot Length	1	LS	N/A	\$ 211,000 -
		B) - Full Platform Canopy - Additional 100 Foot Length	1	LS	N/A	\$ 109,500 -
3.3.4	30.04	Optional Cleaning Platform - Full Length (Additional 100 Feet)	1	LS	N/A	\$ 240,700.-
3.3.5	30.04	Optional Full Build-Out of Storage Tracks	1	LS	N/A	\$ 1,364,200
3.3.6	30.04	Deductive Option, Paint and Body Shop	1	LS	N/A	(\$ 4,050,000.-)
			SCHEDULE 'B' - TOTAL			\$ 1,751,100 -
<p>The items in Schedule 'B' are included by LACMTA and will be evaluated with the total price, but will not be part of the contract award unless the option(s) are exercised. LACMTA will determine if any or all of the options will be exercised at award of this contract.</p>						

Legend: CY=Cubic Yard, CD=Calendar Day, EA=Each, LF=Linear Foot, HR=Hours, LS=Lump Sum, SY=Square Yard, TF=Track Foot, PS=Provisional Sum, SF=Square Foot, TONS=Tons, SHIFT=Shifts, MO=Month, NTE=Not to Exceed.

SCHEDULE OF QUANTITIES AND PRICES - SCHEDULE 'C' PROVISIONAL SUMS						
ITEM NO.	STANDARD COST CATEGORY	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SCHEDULE 'C' PROVISIONAL SUMS						
1	40.03	Hazardous Material / Contaminated Soil Removal	1	PS	LS	\$ 2,000,000
2	40.08	Safety's First Incentive Program SP-24	1	PS	LS	\$ 180,000
3	40.08	Partnering SP-30	1	PS	LS	\$ 240,000
4	40.08	Disputes Review Board SP-58	1	PS	LS	\$ 160,000
5	40.08	Support of Special Events	1	PS	LS	\$ 80,000
6	40.08	Requests from Third Parties	1	PS	LS	\$ 975,000
7	40.08	Incremental Community Improvement	1	PS	LS	\$ 260,000
8	60.01	Approved Removal of Unknown Right-of-Way Encroachments Determined by Design-Build Survey	2	PS	\$40,000	\$ 80,000
9	50.05	Repair or Replacement of Metro Furnished Goods Damaged on or Before Furnishing to the Design-Builder	1	PS	LS	\$ 50,000
10	50.05	Allowance for Spare Parts, Special Tools and Materials	1	PS	LS	\$ 1,000,000

11	50.05	Miscellaneous Materials and Equipment for Systems Integration and Testing as Directed by LACMTA	1	PS	LS	\$	75,000
12	40.08	Document 2-1 Supplemental Work	1	PS	LS	\$	50,000
13	40.08	Supply of AF track circuits, cab loops and software platform protocol specific to the southbound, northbound leads and optional test track. Refer to Document 2-1, 5.13.4.1.E	1	PS	LS	\$	60,000
SCHEDULE 'C' - SUBTOTAL						\$	5,210,000

The Provisional Sums in Schedule 'C' are amounts included by LACMTA as part of the Total Contract Price and contract award to compensate contractor for such work that may be necessary during performance of the Work. In the event that the programs or Work contemplated by the line items in Schedule 'C' are not fully implemented, the Contract Price will be reduced by the unused amount in each line item. Contractor shall not be paid any of the Schedule 'C' amounts, except for amounts authorized and released by LACMTA in writing, in accordance with the Special Provisions Article entitled Provisional Sums.

Legend: CY=Cubic Yard, CD=Calendar Day, EA=Each, LF=Linear Foot, HR=Hours, LS=Lump Sum, SY=Square Yard, TF=Track Foot, PS=Provisional Sum, SF=Square Foot, TONS=Tons, SHIFT=Shifts, MO=Month, NTE=Not to Exceed.

SCHEDULE OF QUANTITIES AND PRICES - SCHEDULE 'D' OVERHEAD COMPENSATION

ITEM NO.	STANDARD COST CATEGORY	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SCHEDULE 'D' OVERHEAD COMPENSATION						
1	40.08	Daily rate for a delay that is both Excusable and Compensable, as defined by the General Conditions Article EXTENSION OF TIME, that occurs between Notice to Proceed and the first 420 calendar days.	60	CD	\$ 4,000	\$ 240,000
2	40.08	Daily rate for a delay that is both Excusable and Compensable, as defined by the General Conditions Article EXTENSION OF TIME, that occurs between calendar day 421 and calendar day 1,311.	90	CD	\$ 8,500	\$ 765,000
					SCHEDULE 'D' - SUBTOTAL	\$ 1,005,000

The items in Schedule 'D' will be evaluated with the total price, but will not be part of the contract award. Contractor shall not be paid any or all of the Schedule 'D' amount, except for amounts released by LACMTA through Contract Modifications for Excusable and Compensable Delays.

Legend: CY=Cubic Yard, CD=Calendar Day, EA=Each, LF=Linear Foot, HR=Hours, LS=Lump Sum, SY=Square Yard, TF=Track Foot, PS=Provisional Sum, SF=Square Foot, TONS=Tons, SHIFT=Shifts, MO=Month, NTE=Not to Exceed.

SCHEDULE OF QUANTITIES AND PRICES - SCHEDULE 'E' UNIT PRICES

ITEM NO.	STANDARD COST CATEGORY	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
SCHEDULE 'E' UNIT PRICES						
1	40.08	Daily Standby	20	Day	\$ 3,500 -	\$ 70,000 -
2	40.03	Incremental Costs for Segregation of Potentially Contaminated Soils.	1,000	TONS	\$ 7.00 -	\$ 7,000 -
3	40.03	Incremental Costs for Hauling and Disposing RCRA Hazardous Waste Soils (1 to 1,000 tons).	1,000	TONS	\$ 98.00 -	\$ 98,000 -
4	40.03	Incremental Costs for Hauling and Disposing RCRA Hazardous Waste Soils (1,001 to 10,000 tons).	9,000	TONS	\$ 98.00 -	\$ 882,000 -
5	40.03	Incremental Costs for Hauling and Disposing Non-RCRA, California Hazardous Waste Soils (1 to 1,000 tons).	1,000	TONS	\$ 40.00 -	\$ 40,000 -
6	40.03	Incremental Costs for Hauling and Disposing Non-RCRA, California Hazardous Waste Soils (1,001 to 10,000 tons).	9,000	TONS	\$ 40.00 -	\$ 360,000 -
7	40.03	Incremental Costs for Hauling and Disposing Non-Hazardous Waste Soils (1 to 1,000 tons).	1,000	TONS	\$ 20.00 -	\$ 20,000 -
8	40.03	Incremental Costs for Hauling and Disposing Non-Hazardous Waste Soils (1,001 to 10,000 tons).	9,000	TONS	\$ 19.00 -	\$ 171,000 -
9	40.03	Cost for Investigation, Permitting, Cleaning, Removal, Transportation, and Disposal of Underground Storage Tanks, Including Cost for Collection and Analysis Required Soil Sampling and Closure Reports.	3	EA	\$ 10,000 -	\$ 30,000 -

10	40.03	Abandon Existing Groundwater/Soil Evaporation Monitoring Wells	8	EA	\$ 1,420	-	\$ 11,360	-
11	40.03	Relocate Existing Groundwater/Soil Evaporation Monitoring Wells	8	EA	\$ 7,500	-	\$ 60,000	-
12	40.03	Modify Existing Groundwater/Soil Evaporation Monitoring Wells	6	EA	\$ 1,800	-	\$ 10,800	-
13	40.03	Install New Groundwater/Soil Evaporation Monitoring Wells	4	EA	\$ 7,700	-	\$ 30,800	-
14	40.02	Utility Investigation Potholes	60	EA	\$ 700	-	\$ 42,000	-
15	40.03	Combined Utility/Environmental Investigation Potholes	20	EA	\$ 850	-	\$ 17,000	-
16	40.07	Additional Concrete Curb, Type A	300	LF	\$ 20.00	-	\$ 6,000	-
17	40.07	Additional Concrete Integral Curb and Gutter, Type C	300	LF	\$ 25.00	-	\$ 7,500	-
18	40.07	Additional Concrete Sidewalk (Three Inch Thickness)	300	SY	\$ 40.00	-	\$ 12,000	-
19	40.07	Additional Concrete Driveway (Six Inch Thickness)	400	SY	\$ 48.00	-	\$ 19,200	-
20	40.07	Grind and overlay to City Standards (Normal work hours between Monday - Friday)	1,400	TONS	\$ 141.00	-	\$ 197,400	-
21	40.07	Grind and overlay to City Standards (After normal work hours and/or weekends)	1,500	TONS	\$ 146	-	\$ 219,000	-
22	40.08	Special Events - Incidental Traffic Control or Site Modifications	20	SHIFT	\$ 1,200	-	\$ 24,000	-
23	40.08	Special Events - Additional Security Guard Services	1,000	HR	\$ 35.00	-	\$ 35,000	-
24	40.08	Street Vacuum Sweeper with Operator	100	HR	\$ 125	-	\$ 12,500	-

25	40.08	Special Events - Portable Toilets (3)	6	MO	\$ 1,350	-	\$ 8,100	-
26	50.05	Traction Power Technician	800 (NTE)	HR	\$ 100	-	\$ 80,000	-
27	50.05	Radio Technician	800 (NTE)	HR	\$ 150	-	\$ 120,000	-
28	50.05	Electrician - Eight-hour shift 6:00 AM to 6:00 PM	800 (NTE)	HR	\$ 120	-	\$ 96,000	-
29	50.05	Electrician - Eight-hour shift 6:00 PM to 6:00 AM	800 (NTE)	HR	\$ 180	-	\$ 144,000	-
30	50.05	Electrician - Two-hour overtime 6:00 AM to 6:00 PM	800 (NTE)	HR	\$ 180	-	\$ 144,000	-
31	50.05	Electrician - Two-hour overtime 6:00 PM to 6:00 AM	800 (NTE)	HR	\$ 190	-	\$ 152,000	-
32	50.05	Electrician Eight-hour shift on Saturday above normal work week 6:00 AM to 6:00 PM	800 (NTE)	HR	\$ 190	-	\$ 152,000	-
33	50.05	Communications Technician - Eight-hour 6:00 AM to 6:00 PM	800 (NTE)	HR	\$ 95.00	-	\$ 76,000	-
34	50.05	Communications Technician - Eight-hour 6:00 PM to 6:00 AM	800 (NTE)	HR	\$ 110	-	\$ 88,000	-
35	50.05	Communication Technician - Two-hour overtime 6:00 AM to 6:00 PM	800 (NTE)	HR	\$ 110	-	\$ 88,000	-
36	50.05	Communication Technician - Two-hour overtime 6:00 PM to 6:00 AM	800 (NTE)	HR	\$ 110	-	\$ 88,000	-
37	50.05	Communications Technician Eight-hour shift on Saturday above normal work week 6:00 AM to 6:00 PM	800 (NTE)	HR	\$ 125	-	\$ 100,000	-
38	50.05	Technical Support - Provide Assistance to LACMTA in integration testing from LACMTA's Rail Operations Center	800	HR	\$ 145	-	\$ 116,000	-

39	50.05	Technical Support - Rail Activation	1,000	HR	\$ 155	-	\$ 155,000 -
SCHEDULE 'E' - SUBTOTAL							\$ 3,989,660

The total price for the line items in Schedule 'E' are not part of the Total Contract Price award. The contractor shall not be paid any of the amounts in Schedule 'E'. The unit prices are fixed for the duration of the contract and will be used to price Changes and Provisional Sum Authorizations under the contract. The unit prices are complete and fully burdened and are not subject to any mark up when pricing changes for Provisional Sum authorizations. The Total Prices for the line items in Schedule E shall be included in contractor's total price in accordance with the IFB.

Legend: CY=Cubic Yard, CD=Calendar Day, EA=Each, LF=Linear Foot, HR=Hours, LS=Lump Sum, SY=Square Yard, TF=Track Foot, PS=Provisional Sum, SF=Square Foot, TONS=Tons, SHIFT=Shifts, MO=Month, NTE=Not to Exceed.

SCHEDULE OF QUANTITIES AND PRICES - SCHEDULES 'A', 'B', 'C', 'D' AND 'E' TOTALS

TOTAL SCHEDULE 'A' BASE WORK = \$ 171,791,700 -

TOTAL SCHEDULE 'B' OPTIONS = \$ 1,761,100 -

TOTAL SCHEDULE 'C' PROVISIONAL SUMS = \$ 5,210,000 -

TOTAL SCHEDULE 'D' OVERHEAD COMPENSATION = \$ 1,005,000 -

TOTAL SCHEDULE 'E' UNIT PRICES = \$ 3,989,660 -

TOTAL SCHEDULES A, B, C, D and E = \$ 183,747,460 -

IN WORDS - TOTAL

BID: ONE HUNDRED EIGHTY-THREE MILLION, SEVEN HUNDRED FORTY-SEVEN THOUSAND, FOUR HUNDRED SIXTY US DOLLARS

END OF SCHEDULE OF QUANTITIES AND PRICES

