

**PROFESSIONAL SERVICES SUBCONTRACT
BETWEEN
WSP USA INC.
AND
THE CALIFORNIA VANPOOL AUTHORITY**

This Subcontract, effective as of September 14, 2017, is made and entered into by and between **WSP USA INC.** ("WSP"), a New York corporation with offices at 451 E. Vanderbilt Way, Suite 200, San Bernardino, California 92408, and **THE CALIFORNIA VANPOOL AUTHORITY** ("Subcontractor"), a California joint powers authority with offices at 1340 North Drive, Hanford, California 93230

RECITALS

WSP, formerly known as Parsons Brinckerhoff, Inc., entered into an agreement dated September 19, 2016 (the "Prime Agreement") with Sunline Transit Agency, A California joint powers agency (the "Client") to provide rideshare program services for the Transportation Demand Management Program Project (the "Project").

The Riverside County Transportation Commission ("RCTC") is a member of CALVANS and has a seat on the CALVANS' Board of Directors.

In addition to being a public agency pursuant to California Government Code Section 6509, Subcontractor is qualified and experienced and has necessary technical and personnel resources to provide vanpool services and in particular, to the Farm Laborer market as governed by Federal Department of Labor regulations.

Subcontractor is the only public transit agency that possesses the state and federal authorization and fleet configuration to provide public transportation services in Eastern Riverside County to the Farm Laborer market.

Subcontractor is a reporter into the National Transit Database ("NTD") and is NOT a recipient of FTA funding.

WSP has been directed by Client to subcontract certain of the services required under the Prime Agreement, and Subcontractor has agreed to provide the same in accordance with the terms and conditions contained herein.

Therefore, for the consideration hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which the parties by their signatures below affirm, the parties do mutually agree as follows.

TERMS

The foregoing recitals are incorporated herein for all purposes as if fully set forth.

ARTICLE 1: PRIME AGREEMENT TERMS AND CONDITIONS

Except as noted below, or where in their application the context clearly requires otherwise, all the terms and conditions of the Prime Agreement, including all exhibits and amendments thereto and other documents incorporated by reference therein, that pertain to the subcontracted services or to the Subcontractor, or that by their express terms are required to be incorporated into each subcontract (the "Prime Agreement Terms and Conditions") are annexed hereto as **Attachment 1** and by this reference incorporated herein and made a part hereof for all purposes. With regard to the services to be performed by it, Subcontractor assumes toward WSP all of the obligations and responsibilities that WSP assumes toward the Client under the Prime Agreement Terms and Conditions, and Subcontractor shall be bound by all of the Prime Agreement Terms and Conditions to the same extent as WSP is bound thereby. In the event of any conflicts or ambiguities between or among provisions of this Subcontract, or between this Subcontract and the Prime Agreement Terms and Conditions, with the exception of the following (a) through (c), the provision that imposes the more stringent requirement on Subcontractor shall take

precedence: (a) all Federally-mandated terms shall control over any conflicting provision; (b) the limits of insurance stipulated in Article 12, Insurance, shall control unless the Prime Agreement establishes higher mandatory minimum limits for subcontractors; and (c) the terms of Article 16, Work Product, shall control over any conflicting provision.

Subcontractor expressly acknowledges incorporation *verbatim* of the following Prime Agreement provisions, and that Subcontractor is subject to and obligated to comply with the terms thereof: Exhibit E Federal Provisions paragraph 3. Civil Rights; 4. Disadvantaged Business Enterprises; 7. No Obligation by the Federal Government; 8. Program Fraud and False or Fraudulent Statements or Related Acts; 10. Suspension and Debarment; 11. Clean Air; 12. Clean Water; and 13. Lobbying.

Subcontractor shall include in all lower-tier subcontracts those provisions of the Prime Agreement Terms and Conditions that are required to be so included, and shall require all lower-tier subcontractors to comply with such provisions for the duration of their respective subcontracts. Subcontractor shall require each lower-tier subcontractor to make such disclosures and execute such attestations as may be required under the Prime Agreement Terms and Conditions, including but not limited to those required by state or federal statute associated with source of funding. The requirements of this paragraph are material, and failure to comply with its terms shall be cause for termination for cause.

ARTICLE 2: SCOPE OF SERVICES; UNAUTHORIZED AND EXTRA WORK

a. **Services.** Subcontractor shall perform, consistent with the standard of care stipulated herein and other terms and conditions of this Subcontract, those services set forth in the Scope of Services annexed hereto as **Attachment 2** and by this reference incorporated herein and made a part hereof for all purposes (the "Services"). Subcontractor shall not subcontract any portion of the performance contemplated herein without the prior written consent of WSP.

b. **Unauthorized and Extra Work.** Subcontractor shall not proceed with performance of any Services or incur any costs, or be entitled to compensation or reimbursement for any Services performed or costs incurred, prior to the full and proper execution of this Subcontract and issuance of Notice to Proceed ("NTP"). Subcontractor shall not proceed with performance of any work in addition to that stipulated in Attachment 2 ("Extra Work"), or be entitled to compensation therefor, or to reimbursement for costs incurred in connection therewith, prior to full and proper execution of a Subcontract amendment signed by both parties describing the work to be performed, the schedule for performance, and the compensation to be paid. It shall be Subcontractor's responsibility to recognize and notify WSP in writing when services not covered by the Scope of Services have been requested or are required.

ARTICLE 3: COMPENSATION

Subcontractor shall be compensated for performance of the Services on a Unit Price basis up to a maximum amount Not-To-Exceed (NTE) **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, calculated based on the unit prices, cost components, and fee breakdown stipulated in **Attachment 3**, Compensation, annexed hereto and by this reference incorporated herein and made a part hereof for all purposes. Reimbursable expenses, if any, shall include only those authorized under the Prime Agreement, and at the rates and under the conditions stipulated therein, without markup, subject to the caps established in Attachment 3.

Subcontractor shall be reimbursed based on 50% of allowable vehicle lease rates not to exceed \$400 per month per qualified vanpool. WSP will not compensate the Subcontractor for any subsidies for vehicles not approved by WSP as required under this Subcontract.

ARTICLE 4: INVOICES; PAYMENT

a. **Invoices.** Subcontractor shall prepare monthly invoices in a format acceptable to WSP, and shall submit its invoices by the 7th day of each month for the fixed subsidy for approved vanpools, during the prior month (the "Invoice Period"). Subcontractor shall include in each invoice a description of the Services performed during the Invoice Period for which payment is sought, and such additional information and/or supporting documentation as may be required under the Prime Agreement Terms and

Conditions or as WSP may require. Any invoice delivered to WSP after the submittal deadline will be processed with the next succeeding invoice period submittals.

b. Payment. Contingent upon Subcontractor's timely submittal of a proper invoice and supporting documentation, if required, WSP will pay those undisputed amounts due and owing within 10 days of the date of payment by Client to WSP for the Services covered by the invoice, less any amounts WSP may be authorized or required to withhold or deduct under the terms of this Subcontract, applicable law, or court order. In the event of non-payment by Client, both parties shall cooperate in seeking payment from Client.

c. Right to Withhold. It is expressly agreed that WSP shall be entitled to withhold payment pending correction of non-conforming Services and, unless prohibited under the Prime Agreement, other performance deficiencies, including but not limited to failure to comply with Articles 5(b), 6, 7, 8, 9, 10, 11, 12, 13(b), 16, 17, 18, 19, 21 and 23. WSP shall also be entitled to withhold retainage in the same percentages and subject to the same conditions as WSP may be subject to under the Prime Agreement.

d. Obligation to Reimburse; Right to Deduct. Subcontractor shall immediately repay to WSP upon demand any overpayments, including but not limited to compensation disallowed as a result of an audit. Alternatively, WSP may elect to deduct overpayment amounts from monies due or to become due under this Subcontract. Failure to timely reimburse WSP for overpayments shall constitute a material default, regardless of overpayment amount.

e. The Cost Principles and Procedures set forth in 48 CFR, Ch. 1, subch. E, Part 31, as constituted on the effective date of this Subcontract, shall be utilized to determine allowability of costs under this Subcontract and may be modified from time to time by written amendment of the Subcontract. Subcontractor agrees to comply with Federal Department of Transportation procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to Subcontractor that are determined by subsequent audit to be unallowable under 48 CFR, Ch. 1, subch. E, Part 31, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments shall be returned by Subcontractor to WSP.

ARTICLE 5: TERM OF AGREEMENT; PERFORMANCE SCHEDULE; DELAYS

a. Term. The term of this Subcontract shall be for a period commencing with the effective date hereof and ending on the earlier of: (1) the date the Services have been satisfactorily completed, as determined and acknowledged by WSP in writing, and final payment has been made; (2) the date stated in any Notice of Termination issued by WSP pursuant to Article 14; or (3) the date the Prime Agreement is terminated if the Prime Agreement so provides.

b. Performance Schedule. Time is of the essence in Subcontractor's performance of the Services under this Subcontract, and Subcontractor shall promptly commence performance of the Services upon the effective date of this Subcontract or as otherwise instructed by WSP in writing, and complete them in accordance with the performance schedule established in Attachment 2, or if none, in the Prime Agreement. Provided, if the performance schedule applicable to the Services is derived from the Prime Agreement, Subcontractor shall complete the Services and submit all deliverables to WSP no later than seven (7) business days prior to the completion/submittal deadline for such work applicable to WSP.

c. Delays. Subcontractor shall notify WSP in writing within five (5) business days of any event or condition impacting Subcontractor's ability to meet its performance schedule, together with the steps contemplated or taken by Subcontractor to mitigate the effect of such delay.

Delays caused by *force majeure* events such as war, terrorist activities, civil insurrection, riot, acts of public authority, strike, embargo, explosion, fire, earthquake, flood, hurricane and other like catastrophic events, shall be excusable to the extent they could not reasonably be anticipated, mitigated, or avoided by Subcontractor, and did not result in whole or in part from Subcontractor's fault or neglect.

Notwithstanding the foregoing, Subcontractor shall be entitled to only such relief, whether additional time or compensation, as WSP obtains from Client for such delays.

ARTICLE 6: STANDARD OF CARE; QUALIFICATIONS AND LICENSES; KEY PERSONNEL

a. Standard of Care. Subcontractor shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession performing the same or similar work under the same or similar circumstances in the locale where the Project is located. The parties acknowledge that neither WSP's review, approval, acceptance, nor payment for the Services is intended to, nor shall it, constitute a waiver, release, or discharge of Subcontractor's responsibility for the proper performance of the Services or liability for defects in same, or an assumption by WSP of such responsibility or liability.

b. Qualifications and Licenses. All Subcontractor personnel shall be duly qualified and competent to perform the work undertaken, and Subcontractor represents that all personnel performing Services or conducting activities in furtherance of this Subcontract shall be properly qualified and competent, and that personnel performing services or conducting activities for which a license or certification is required under local, state, or federal regulations shall be duly licensed and/or certified. All licenses and certifications shall be current at the time the work is performed.

c. Key Personnel. If any Subcontractor key personnel have been designated for this Project, they are listed below. Subcontractor's key personnel shall not be replaced without WSP's or Client's prior written consent. In the event such individual becomes unavailable due to separation from employment with Subcontractor, long-term illness/disability, or death, WSP may elect to terminate this Subcontract or allow Subcontractor to nominate a replacement with equivalent qualifications for WSP's approval, which shall not be unreasonably withheld. In the event Subcontractor fails to provide a suitable replacement, WSP shall have the right to terminate this Subcontract.

Key Personnel: none

ARTICLE 7: INDEPENDENT CONTRACTOR

The parties affirm that Subcontractor is an independent contractor under subcontract to WSP, and is not in a joint venture, partnership, agent-principal or employer-employee relationship with WSP. Subcontractor shall, at its own expense, provide all equipment, materials, labor, services, and personnel required to perform the Services. Subcontractor, consistent with its status as an independent contractor, shall maintain complete control and direction over and responsibility for its employees, lower-tier subcontractors, and agents, and shall be solely responsible for the means, methods, sequences and techniques for carrying out the Services, and for the safety of its employees, subcontractors, agents and invitees. Subcontractor affirms that it shall not represent itself to be an agent of WSP or Client, or as having any authority to bind WSP or Client, and further affirms that it shall instruct its personnel that they are not, and are prohibited from representing themselves to be, officers, agents, or employees of WSP or Client, and have no authority to bind WSP or Client.

ARTICLE 8: CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

Unless required by law or Court order to do so, or unless prior written authorization is received from WSP or the Client, Subcontractor shall not disclose Confidential Information to anyone other than WSP, the Client, or such other entities as WSP or the Client may direct in writing. For purposes of this Article, "Confidential Information" shall mean (1) information designated as confidential in the Prime Agreement or a Prime Agreement task order; (2) data, information, processes, or documents provided to Subcontractor by or on behalf of WSP or the Client for use in performing the Subcontract that were designated in writing as confidential at the time of transmittal and are not already in the public domain; (3) Work Product, as that term has been defined in Article 16; or (4) other information generated by Subcontractor in the course of performing this Subcontract that has been designated as confidential in the scope, NTP, or other directive authorizing the work. Nor shall Subcontractor use such Confidential Information for any purpose other than the performance of Services under this Subcontract. Subcontractor shall also comply with any provisions of the Prime Agreement governing communications with news media and publications.

Confidential Information does not include information that:

- a. is already known by or generally available to the public at large; or

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- b. is already in the possession of Subcontractor without confidentiality restrictions; or
- c. becomes known to Subcontractor from a source other than WSP or the Client, and not subject to an obligation of confidentiality; or
- d. was already independently developed by Subcontractor.

As provided under Public Law 114-153 Defend Trade Secrets Act of 2016 (DTSA), an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret under the circumstances and by means provided by the DTSA. Such disclosures include those (a) made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, and (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

Subcontractor shall instruct its employees to comply in all respects with the terms of this Article. Subcontractor shall include the provisions of this Article in all lower-tier subcontracts and shall require all lower-tier subcontractors to comply with its terms for the duration of their respective subcontracts.

ARTICLE 9: NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY; EMPLOYMENT ELIGIBILITY; ETHICS; DISADVANTAGED BUSINESS ENTERPRISES

a. Non-Discrimination and Equal Employment Opportunity. During the performance of this Subcontract, unless exempt under the terms of the applicable regulation, Subcontractor shall comply with the requirements of Executive Order 11246 (Equal Employment Opportunity), as amended, Section 503 of the Rehabilitation Act of 1973, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, implementing regulations 41 CFR §§ 60-1.4(a), 60-250.5, 60-300.5(a), and 60-741.5(a), and Executive Order 13496 (Employee Rights under NLRA), the terms of which are incorporated herein by reference. Subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual preference, disability, age (40+), marital status, public assistance status, or status as a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran. Such prohibited actions include but are not limited to discrimination in employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, fringe benefits, leaves, and the selection for training, including apprenticeship. Unless exempt, Subcontractor shall take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin, and to employ and advance in employment qualified protected veteran and individuals with disabilities. Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices that set forth the provisions of this non-discrimination Article.

In the event the Project is funded in whole or in part by the US Department of Transportation (USDOT) and Subcontractor is not exempt, Subcontractor shall also comply in all respects with USDOT regulations implementing Title VI Section 601, including but not limited to 49 CFR Part 21. Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in its selection and retention of lower-tier subcontractors, and shall comply in all respects with the provisions of **Attachment 4**, Nondiscrimination Assurances.

Subcontractor shall include this subsection (a) in all lower-tier subcontracts and shall require that all lower-tier subcontractors comply with its terms. Failure by Subcontractor to carry out these requirements is a material breach of this Subcontract, which may result in the termination of this Subcontract or such other remedy as WSP deems appropriate.

b. Employment Eligibility Verification (E-Verify). Subcontractor shall comply with the requirements of Executive Order 13465 in verifying employment eligibility. Subcontractor shall include this subsection (b) in all lower-tier subcontracts and shall require that all lower-tier subcontractors comply with its terms.

c. Business Ethics, Code of Conduct and Policies, and Anti-Corruption Laws. Subcontractor shall conduct itself in accordance with ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption, as well as the WSP Third Party Code of Conduct and related policies. Subcontractor undertakes that it (including its officers, directors, employees and agents) will not directly or indirectly through any third party or person pay, give, offer, promise, or authorize payment of any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with Subcontractor, the Services, or the Project. For purposes of this provision, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of government; any department, agency, or entity that is wholly owned or controlled by the government; any international public organization; any recognized political party; any candidate for political office; or (ii) in the case of private-sector work, the Project owner or any other private client. Subcontractor shall execute the certifications set forth in **Attachment 5**, Certifications, and provide the executed originals to WSP. Subcontractor shall require that each of its lower-tier subcontractors execute and return same to Subcontractor upon execution.

WSP shall have the right to audit Subcontractor's business standards, procedures and controls used to meet the obligations set out in this Subpart (c), and to ensure compliance. WSP shall further have the right to investigate any breach or alleged of breach of this Subpart (c). Any breach shall, in addition to any other rights or remedies available to WSP, entitle WSP to terminate this Subcontract and/or any other agreement or relationship it may have with Subcontractor or its agents, affiliates, subsidiaries, with cause and without notice or payment in lieu of notice.

d. Disadvantaged Business Enterprises. Subcontractor shall fully cooperate with WSP in meeting WSP's commitments and goals, if any, with regard to the maximum utilization of disadvantaged business enterprises, minority business enterprises, small business enterprises, women-owned business enterprises, emerging business enterprises, and historically underutilized businesses (collectively, "DBEs"), and Subcontractor, if requested in writing by WSP, shall provide the maximum practicable opportunity for DBEs to compete for any lower-tier subcontracts available pursuant to this Subcontract.

If Subcontractor is a DBE, upon written request by WSP Subcontractor shall provide certificates or other acceptable testament to its DBE status. Subcontractor shall also promptly provide attesting documentation when requested by WSP that proves that all lower-tier DBEs have received the revenue paid to Subcontractor by WSP on behalf of the DBEs for services provided pursuant to the provisions of this Subcontract.

Subcontractor shall comply with all record-keeping and reporting requirements established under applicable law or the Prime Agreement.

ARTICLE 10: INDEMNIFICATION

To the maximum extent permitted by law, Subcontractor shall indemnify, defend and hold harmless WSP, Client, and any other entities Subcontractor is required to indemnify under the terms of the Prime Agreement, and each of their respective successors, assigns, officers, agents, servants and employees, from and against any and all claims, suits, actions, judgments, orders, demands, losses, damages, and liability of whatsoever nature, and reasonable costs and expenses, including but not limited to (1) administrative or statutory assessments, sanctions, fines, penalties, and (2) reasonable attorneys' fees, witness fees, costs of discovery and investigation, and court costs, whether incurred in relation to administrative, pre-trial, trial, post-trial, or appellate proceedings; caused by, resulting from, arising out of, or alleging: (a) Subcontractor's breach of this Subcontract; (b) the negligent acts, errors, or omissions, or the intentional, willful, or reckless misconduct or gross negligence of Subcontractor, its officers, employees, servants, agents, lower-tier subcontractors or representatives in the performance of this Subcontract; (c) Subcontractor's infringement of patents or copyrights, or unauthorized disclosure of trade secrets; (d) Subcontractor's or its lower-tier subcontractors' violation of applicable codes and regulations, including but not limited to laws relating to pricing, health and safety, compensation and conditions of employment, and payment of subcontractors, vendors, and materialmen; or (e) any adverse audit findings, including those pertaining to Subcontractor's lower-tier subcontractors.

Subcontractor shall also indemnify, defend and hold WSP harmless from (a) claims against WSP asserted by Subcontractor's or its lower-tier subcontractors' employees or by other personnel engaged by Subcontractor or its lower-tier subcontractors to perform Services, for wages, salaries, bonuses, or any other form of compensation associated with an employer/employee relationship, or for benefits, including but not limited to health, disability, medical, vacation, retirement, sick leave, training and counseling; and (b) costs, fines, penalties, and assessments imposed by state or federal tax authorities in relation to payroll or employment taxes and contributions, or social security and state and federal income taxes associated with workers Subcontractor provides to perform Services.

Notwithstanding any other provision to the contrary, in the event litigation is instituted by WSP to enforce the provisions of this Article or any other indemnification obligation owed to WSP under the terms of this Subcontract, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

The indemnification afforded under this Article shall not be limited in any manner whatsoever by insurance required under this Subcontract or the Prime Agreement, or by any other insurance carried by Subcontractor, WSP, or the Client. Nor shall the terms of this indemnification provision operate to limit or modify any of the insurance required hereunder, or the scope or terms of such coverage. Nothing herein is intended to require Subcontractor to indemnify WSP from liability for WSP's negligence, intentional, willful, or reckless misconduct, or gross negligence.

ARTICLE 11: PROMPT PAYMENT OBLIGATIONS; RELEASE OF LIENS AND CLAIMS

Subject to Subcontractor's right to withhold payment in a good-faith dispute, Subcontractor shall promptly pay for all services, labor, equipment, and materials furnished in performing the Services hereunder. WSP may at any time require Subcontractor to submit lien releases satisfactory to WSP and Client evidencing payment and release of claims for payment. Upon evidence of unpaid undisputed claims for payment, WSP may pay and discharge same and deduct the amount paid, together with reasonably incurred costs and attorneys' fees, from compensation due or to become due to Subcontractor hereunder. Acceptance of final payment by Subcontractor shall operate as a full and final release of Client and WSP, its affiliates, successors, and assigns, from liability for any and all claims by Subcontractor, its affiliates, successors, and assigns, for additional compensation or payment for Services rendered, costs incurred, or work performed by Subcontractor under this Subcontract.

ARTICLE 12: INSURANCE

a. Coverage. Subcontractor shall maintain at its own cost and expense for the duration of this Subcontract the following insurance coverages issued by companies with an AM Best rating of A VIII or better, authorized to transact business in the state of California, and otherwise acceptable to WSP and Client. With regard to additional insureds and waiver of subrogation, "Client" shall be understood to also include respective elected and appointed officers, officials, and employees and volunteers.

- (1) Workers' Compensation and Employer's Liability Insurance (Required unless Subcontractor is exempt under applicable state law.)

Coverage to include all statutory workers' compensation benefits to the employees of Subcontractor who may sustain work-related injury, death or disease, and coverage, if applicable, commensurate with the requirements of the U.S. Longshore and Harbor Workers' Compensation Act (USL&H) or any other maritime law or similar act (e.g., Outer Continental Shelf Lands Act (OCSLA), Jones Act, Federal Employers Liability Act (FELA)). Such insurance shall include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law. Employer's Liability coverage with a limit of not less than \$1,000,000 each accident/disease shall also be maintained.

- (2) Commercial General Liability ("CGL") Insurance, including contractual liability coverage, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate

Coverage to include premises, operations, independent contractors, products and completed operations, and broad-form contractual, personal injury, advertising injury, and property damage, and XCU (explosion, collapse and underground) perils, and shall contain a severability of interests provision or cross liability clause. Contractual liability shall not contain limiting endorsements such as CG 21 39 or CG 24 26. WSP and Client, and their respective officers, directors, agents, and

employees, must be named as additional insureds, for both ongoing and completed operations, and on a primary and non-contributory basis. If Subcontractor's work will be performed in a railroad right of way, the policy shall include coverage for work performed within 50 feet of a railroad. Such insurance shall include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.

- (3) Business Automobile Liability Insurance with a combined single limit of not less than \$5,000,000 each accident

Policy must be written on an "any auto" basis unless Subcontractor owns no vehicles; in such case, Subcontractor shall carry business automobile liability insurance covering non-owned and hired vehicles. In the event Subcontractor utilizes off-road/all-terrain vehicles in performance of the Services, such insurance shall be endorsed to include off-road and ATVs. WSP and Client, and their respective officers, directors, agents, and employees, must be named as additional insureds, on a primary and non-contributory basis. Such insurance shall include a waiver of subrogation in favor of WSP and Client, unless prohibited under applicable state law.

- (4) Professional Liability Insurance with limits of not less than \$1,000,000 per claim and annual aggregate

Coverage to include Subcontractor's legal liability for damages arising out of Subcontractor's negligent performance of professional services pursuant to this Subcontract or relating to the Project.

- (5) Valuable Papers Insurance with limits of not less than \$100,000 per occurrence

Coverage to provide for replacement or restoration of documents and data acquired or prepared by or for Subcontractor in its performance of this Subcontract or relating to the Project, including but not limited to plans, drawings, specifications, field notes, and electronic data and media, in the event of their damage, loss, or destruction.

Neither WSP nor Client shall be liable for any deductibles on additional insured coverage, and any coverage maintained by WSP and Client shall be excess and noncontributing. The required insurance shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of liability. Coverage shall contain no non-standard or non-ISO limitations on the scope of protection afforded to WSP, Client and their respective officers, directors, agents, and employees.

All insurance policies, with the exception of professional liability, must be written on an "occurrence" basis. Insurance written on a "claims made" basis shall be renewed annually and maintained for at least three (3) years after termination or expiration of this Subcontract, or for the duration required of WSP under the Prime Agreement, whichever is longer, with coverage retroactive to the Subcontract inception date. Subcontractor shall provide 30 days' prior written notice of cancellation to certificate holder (10 days' prior written notice for failure to pay premium). Such notice of cancellation must be provided to WSP via the following address: Parsons Brinckerhoff, Inc., Attn: Risk Management, 4139 Oregon Pike, Ephrata, PA 17522-9550.

b. Certificates and Endorsements. Subcontractor shall, prior to commencing performance of any Services or entering onto the Project site or other field location, furnish WSP with certificates of insurance evidencing the minimum required insurance coverage limits, and also evidencing the additional insured and waiver of subrogation requirements. Certificates and endorsements shall be provided annually, at least 15 days prior to policy expiration, evidencing policy renewal or extension. Within 10 days of receipt of notice of cancellation, reduction in coverage, or non-renewal, Subcontractor shall provide WSP with certificates evidencing replacement or reinstatement of the required coverage. If, due to claims made or paid, the aggregate limits are reduced below the limits required hereunder, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limits and furnish WSP with a certificate satisfactory to WSP showing compliance with this provision.

Subcontractor shall deliver the certificates of insurance and endorsements, each referencing the WSP Project name and number, to: (1) WSP project management at the address for notice stipulated in Article 20; (2) WSP project administration at Trinette.Smerko@wsp.com; and (3) Parsons Brinckerhoff, Inc. at:

E-mail: wspsubcerttracking@wsp.com (preferred method); or

Mail: Parsons Brinckerhoff, Inc. Certificate Tracking, 4139 Oregon Pike, Ephrata, PA 17522-9550.

Certificate holder should read as follows: *Parsons Brinckerhoff, Inc., 4139 Oregon Pike, Ephrata, PA 17522-9550.*

Failure of WSP to demand such certificate or other evidence of full compliance with these insurance requirements or failure of WSP to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

c Notice of Claims. Subcontractor shall provide WSP with prompt and timely notice of claims made or suits instituted that arise out of or result from Subcontractor's performance of this Subcontract, and that involve or may involve coverage under any of the required liability policies.

d. Lower-Tier Subcontractors. Subcontractor shall require that each of its subcontractors, if any, have in place the insurance required herein, with the coverages and limits required herein, and provide Subcontractor with certificates of insurance and endorsements evidencing such coverage prior to commencement of subcontracted work. Subcontractor shall require that WSP and Client be named as additional insureds on all lower-tier subcontractor CGL, automobile, and (if required) aircraft, marine, and umbrella/excess liability policies, and that CGL, auto, workers' compensation, and (if required) aircraft, marine, and umbrella/excess liability coverages provide for a waiver of subrogation in favor of WSP and Client.

ARTICLE 13: SUSPENSION OF SERVICES

a. For Reasons other than Subcontractor's Fault. WSP may, at any time, and with or without cause, suspend performance of the Services or any portion thereof for a period of up to 90 days by notice in writing to Subcontractor, and Subcontractor shall resume its Services promptly after being notified by WSP to do so. Subcontractor may be allowed an increase in fee or extension of time, or both, provided same is granted by Client. WSP may immediately suspend Subcontractor's performance at the Project site or other field location upon discovery of any unsafe working conditions.

b. For Cause. WSP may immediately suspend performance of the Services or any portion thereof, for Subcontractor's violation of any safety rules, regulations, or requirements; for code violations; for Subcontractor's failure to obtain or comply with the terms of any permits, orders, or required licenses or authorizations; upon discovery of any unsafe working conditions created by Subcontractor; upon lapse in required insurance; or for failure of Subcontractor to implement or follow the required quality program. In such case, Subcontractor shall immediately cure the violation or remedy the unsafe working condition, and shall not resume performance until such cure is complete. Failure to do so shall constitute a material default.

ARTICLE 14: TERMINATION

WSP may terminate this Subcontract, in whole or in part, for cause, upon seven (7) days' written notice of default and Subcontractor's failure to cure within the stipulated cure period. WSP may terminate this Subcontract, in whole or in part, for its convenience, upon 10 days' written notice.

In the event of termination for cause, Subcontractor shall be entitled to compensation for the value of all Services performed in accordance with contract requirements up to the effective date of termination, less allowable deductions, which include, but are not limited to, all costs in excess of the compensation established in Article 3 reasonably incurred by WSP to complete the Services. To the extent allowable deductions exceed amounts remaining due to Subcontractor, Subcontractor shall be and remain liable to WSP upon demand for the amount of such excess.

In the event of termination for WSP's convenience and without default on the part of Subcontractor, Subcontractor shall be entitled to compensation for all Services performed in accordance with contract requirements up to the effective date of termination, less allowable deductions. To the extent allowable deductions exceed amounts remaining due to Subcontractor, Subcontractor shall be and remain liable to WSP upon demand for the amount of such excess.

Upon receipt of notice of termination, Subcontractor shall discontinue the Services unless otherwise directed and deliver to WSP all Work Product. In the event of termination, WSP shall have the right to

conduct a financial audit, as well as a performance audit to ascertain the quality, timeliness, and compensability of Subcontractor's Services. If, after issuance of notice of termination for cause, it is determined for any reason that Subcontractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience.

ARTICLE 15: REMEDIES

In the event Subcontractor is in default of any term of this Subcontract, WSP will promptly notify Subcontractor of the default and, unless prohibited under the Prime Agreement or applicable law, shall be entitled to withhold payment until the default is corrected. If Subcontractor fails to timely perform Services or fails to perform Services in accordance with contract requirements ("Performance Deficiencies"), WSP may, in its sole discretion, elect to either (a) require Subcontractor to correct the designated Performance Deficiencies within the period stipulated in the notice, without additional compensation; or (b) correct the deficiencies itself or through other means and deduct from Subcontractor's compensation all costs reasonably incurred by reason of such default. If Subcontractor's remaining compensation is not sufficient to reimburse WSP for such costs, Subcontractor shall reimburse WSP promptly upon demand. These remedies shall be in addition to all other remedies available to WSP at law or in equity, and all rights and remedies shall be cumulative.

Remedies in a breach of contract action by either party hereto shall be limited to actual damages resulting from the breach, and neither party hereto shall be entitled to recover from the other for breach of this Subcontract incidental, nominal, special, indirect, exemplary, or consequential damages, including but not limited to lost profits and lost opportunity, or damages that in their nature or amount constitute a penalty.

Notwithstanding the foregoing, nothing herein is intended to, nor shall it, limit WSP's right to seek, recover, and recoup from Subcontractor those types of damages, of whatever nature, as WSP may be held accountable to the Client under the terms of the Prime Agreement, or to third parties, that were caused by or attributable to Subcontractor, its agents, servants, or employees, or for which Subcontractor is otherwise legally responsible.

Neither the pendency of a dispute nor consideration of claims by WSP pertaining to this Subcontract shall excuse Subcontractor from full and timely performance in accordance with the terms hereof.

ARTICLE 16: WORK PRODUCT

a. Definition of Work Product. All drawings, plans, designs, specifications, photographs, models, schematics, surveys, maps, reports, studies, analyses, estimates, minutes, diaries, field notes, training manuals and materials, data bases, electronic files, file formats, templates, procedures, scripts, links, specifically created key commands, source code documentation, software programs, calculations, summaries and other compilations of information to be developed, produced, or provided by Subcontractor as part of the Services, including but not limited to all deliverables identified herein, whether completed or in process, and all supporting documents and data, whether in hard copy or electronic or digital format or capable of being converted to such format, constitute "Work Product."

b. Rights in Work Product. Work Product shall be the property of WSP and shall be furnished to WSP promptly upon request and as a condition to issuance of payment, although Subcontractor shall be permitted to retain reproducible copies. Subcontractor shall not be liable for loss, damage, or injury resulting from WSP's use of Work Product for purposes other than as intended or contemplated herein.

The parties intend that Work Product shall be "work made for hire," of which WSP shall be deemed the author. If for any reason such Work Product does not constitute "work made for hire," Subcontractor hereby (a) waives all rights in such Work Product, and any other rights of authorship, identification, or approval, restriction or limitation on use or subsequent modification, and (b) irrevocably assigns to WSP all right, title, and interest in and to the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Subcontractor shall obtain such interest and execute and deliver such instruments and take such other actions as may be necessary to vest and perfect such rights in WSP.

c. Pre-existing Intellectual Property. To the extent any Work Product includes Subcontractor's previously developed intellectual property that is or could be protected by federal copyright, patent, or trademark

laws, or state trade secret laws, Subcontractor hereby grants to WSP and Client a perpetual, royalty-free, fully paid up, non-exclusive and irrevocable license to copy, reproduce, perform, dispose of, and use and re-use, in whole or in part, such intellectual property, and to authorize others to do so. Such previously developed intellectual property may constitute but is not limited to, data bases, software programs, templates, file formats, specifically created key commands, scripts, links, procedures, training manuals and other training materials, designs, prototypes, plans, and other works provided or delivered to WSP or Client by Subcontractor.

In the event any deliverable contains software copyrighted by a third party, Subcontractor shall obtain and convey, or otherwise cause to be granted, to WSP, a license to copy, publish, reproduce, perform, dispose of, and use and re-use, in whole or in part, such software, and to authorize others, including Client and its designees, to do so, at no additional cost above the compensation paid to Subcontractor under Article 3 hereof, irrespective of the number of copies used.

d. Notwithstanding anything in the foregoing Subparts a through c, Subcontractor shall extend to WSP all right, title, and interest necessary to enable WSP to meet its obligations to the Client under the terms of the Prime Agreement with respect to Work Product.

ARTICLE 17: PROJECT RECORDS; RECORD RETENTION AND PRODUCTION

a. Project Records. All records pertaining to this Subcontract and the Services performed hereunder, including but not limited to (a) timesheets, payroll registers, certified payroll, audited overhead schedules, financial statements, receipts, invoices, and accounting and financial records; (b) Work Product; (c) drawings, maps, surveys, models, photographs, schematics, plans, designs, specifications, reports, studies, summaries, analyses, diaries, field notes, estimates, calculations, and other compilations of information obtained by or provided to Subcontractor in performance of the Services; and (d) correspondence; whether in hard copy or electronic or digital format, or capable of being converted to such format, constitute "Project Records."

b. Accounting and Financial Records. Subcontractor shall comply with Prime Agreement accounting requirements, and shall preserve all Project Records in such detail as shall properly substantiate contract performance and claims for payment under this Subcontract. This includes all documents necessary to respond to any audit. All documents referred to herein shall be preserved in compliance with all regulations governing compensation under the Prime Agreement, including, if applicable, the FAR and Chapter 6 of the American Association of State Highway and Transportation Officials (AASHTO) *Uniform Audit and Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*, current edition.

c. Record-Retention Period; Review and Reproduction. Subcontractor shall retain all Project Records at a secure location reasonably accessible to the parties hereto for the longer of (a) the duration required of WSP under the Prime Agreement; (b) six (6) years from the date of final payment under this Subcontract; or (c) until all disputes, audits, claims, legal proceedings, and other actions involving this Subcontract or the Services performed hereunder have been resolved or concluded (the "Record Retention Period"). During the Record Retention Period Subcontractor shall make all Project Records available to WSP, Client, auditors, and such other entities as may be authorized under the terms of the Prime Agreement or applicable regulations, for review and reproduction for any lawful purpose during normal business hours or at such other times as they may reasonably require.

Subcontractor shall include the requirements of this Article in all lower-tier subcontracts and require such subcontractors' compliance to the same extent as Subcontractor is bound. Failure to include the requirements of this Article in all lower-tier subcontracts shall constitute a material default.

ARTICLE 18: COMPLIANCE WITH LAWS

Subcontractor shall comply with all federal, state, and local laws, codes, ordinances and regulations applicable to Subcontractor, Subcontractor's employees, this Subcontract, the Project site and other work locations, and the Services to be performed hereunder, including but not limited to those regulating conditions of employment, workplace safety and health, and compensation. Subcontractor shall be liable to WSP for all losses, costs, and expenses WSP may incur resulting from or attributable to

Subcontractor's, its employees', its lower-tier subcontractors', and/or agents' failure to so comply, including but not limited to orders, judgments, findings, fines, penalties, and required corrective measures.

ARTICLE 19: HEALTH AND SAFETY; PROJECT SAFETY PLAN

Subcontractor agrees that the prevention of accidents to workers engaged by Subcontractor is the responsibility of Subcontractor. Subcontractor shall comply with the Occupational Safety and Health Act (OSHA) of 1970 and all federal, state, and local health and safety laws, codes, ordinances and regulations applicable to the Project, the Project site, and other work locations.

If Services are to be performed or activities conducted on-site or at other field locations, Subcontractor shall implement and enforce a safety program for all of its employees, including those of its lower-tier subcontractors, if any, engaged in performing the Services, and shall ensure such workers' participation in appropriate safety training. Subcontractor and its safety and training program shall comply at a minimum, with the WSP Health and Safety Policy and with such safety plans, policies and programs as may be established by the Client for the Project. Subcontractor shall be responsible for the safety and conduct of persons on property under Subcontractor's control, including Subcontractor's employees, agents, invitees, and lower-tier subcontractors.

Prior to commencing work, Subcontractor shall submit to WSP a project-specific safety plan that complies, at a minimum, with WSP's and the Project Safety Plans. A job hazard analysis (per OSHA Publication 3071) may be required for any Subcontractor hazardous operations. Submission of a job hazard analysis will be based on a review of the project-specific safety plan and the scope of services being provided.

In the event Subcontractor discovers an unsafe work condition, it shall immediately report the condition to WSP and the on-site Project safety representative. Subcontractor shall suspend performance of any of its activities impacted by such condition until the condition has been corrected.

ARTICLE 20: NOTICES

All notices required or permitted under this Subcontract shall be given in writing and delivered either personally, by delivery service, by first-class, certified, or registered mail, or by e-mail, to the authorized representative of the other party at the address set forth below or as may be designated by notice delivered in accordance with the requirements of this Article. If notice is delivered by e-mail, the notice must be signed by the party giving notice and sent as a pdf attachment to the e-mail at the address stipulated herein. Electronic or digital signatures shall not be allowed.

TO WSP:

WSP USA INC.
451 E. Vanderbilt Way, Suite 200
San Bernardino, CA 92408
E-mail: Debra.Meier@wsp.com
Attention: Debra Meier

TO SUBCONTRACTOR:

THE CALIFORNIA VANPOOL AUTHORITY
1340 North Drive
Hanford, CA 93230
E-mail: Ron.Hughes@co.kings.ca.us
Attention: Ronald Hughes

Notice shall be effective upon delivery when delivered in person, by courier service providing receipt of delivery, or by registered or certified mail, return receipt requested. Notices properly addressed and stamped, and deposited into the US postal system as first-class mail, shall be deemed received two (2) business days after date of postmark. Notice delivered by e-mail shall be deemed received by the date and time stated on the transmitter's copy.

ARTICLE 21: STANDARDS; QUALITY PROGRAM

All Services shall be performed in compliance with the standards, specifications, manuals of instruction, policies, protocols, and procedures established by the Client and such other regulatory agencies as may have jurisdiction over the work.

Subcontractor shall either implement and comply with the terms of the WSP quality program, or shall maintain a quality program of its own for the duration of this Subcontract that at a minimum complies with

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Prime Agreement requirements. If a Project quality program has been established, Subcontractor shall comply in all respects with that program. Subcontractor shall provide a copy of its quality program to WSP prior to commencing any activities under this Subcontract. Subcontractor shall provide for a flow down of all appropriate quality requirements in its lower-tier subcontracts.

WSP has the right to audit Subcontractor's quality program and its Project-related quality activities at any time at Subcontractor's facilities. If Subcontractor fails to properly implement and maintain a quality program, and such failure continues following notification to Subcontractor by WSP, then WSP may, in addition to any other remedies permitted herein or by law, suspend performance and/or withhold payment for Services until Subcontractor is in compliance with the requirements of this Article, or terminate this Subcontract and/or remedy such failure at Subcontractor's expense.

ARTICLE 22: CLAIMS AND DISPUTES; APPLICABLE LAW; JURISDICTION; VENUE

This Subcontract, its validity, interpretation, and performance, and any disputes between the parties arising out of or relating to this Subcontract, shall be governed by and construed in accordance with the laws of the state of California, without regard to conflict of laws principles. Legal proceedings, if any, shall be brought in the court and county stipulated in the Prime Agreement, or if none, in a court of competent jurisdiction in the county where the Project is located, and Subcontractor by its signature below consents to the *in personam* jurisdiction of said courts and waives and covenants not to seek dismissal or change of venue based upon *forum non conveniens*.

Notwithstanding the foregoing, in the event the Prime Agreement contains an arbitration clause, Subcontractor shall be subject to joinder in any arbitration proceedings brought thereunder, and if joined, shall be subject to the applicable rules and bound by the findings and award rendered therein. In event of litigation between WSP and the Client that requires or permits Subcontractor's joinder, Subcontractor shall be subject to joinder and, if applicable, waiver of jury trial under the terms of the Prime Agreement.

In the event Subcontractor has a claim, dispute, or controversy ("Claim") that WSP must assert under the terms of a dispute resolution or claims submittal process ("Claims Process") in order to preserve WSP's recourse against the Client with respect to the Claim and avoid waiver, Subcontractor shall provide WSP with notice and all required documentation sufficiently in advance of the Claims Process submittal deadline to reasonably enable WSP to comply with such deadline. In the event Subcontractor fails to timely deliver to WSP the notice and documentation or otherwise comply in all respects with the Claims Process, and such Claim is time barred as a result, Subcontractor's Claim against WSP shall likewise be time-barred and waived. Subcontractor shall be bound by any findings of fact to the same extent as WSP is bound, and Subcontractor's relief against WSP shall be limited to WSP's recovery from the Client with respect to the Claim.

Subcontractor acknowledges that compliance with the Claims submittal and dispute resolution provisions of the this Article and the Prime Agreement is an express condition precedent to Subcontractor's initiation or pursuit of any other remedy provided by law or equity, including institution of legal proceedings against WSP regarding any Claim. Subcontractor shall include the provisions of this Article in its lower-tier subcontracts and require that they be included in all lower-tier subcontracts at every tier.

ARTICLE 23: FINANCIAL AUDITS

a. Compensation. All compensation and payments made under this Subcontract and under all of Subcontractor's lower-tier subcontracts, if any, are subject to the audits, adjustments, and limitations that apply to WSP under the Prime Agreement, and all rules, laws, and regulations governing compensation on the Project, including, if applicable, the Federal Acquisition Regulations (FAR) and all applicable FAR cost principles, AASHTO, and the America Recovery and Reinvestment Act (ARRA) of 2009 (collectively, "Regulations"). WSP's approval or payment of invoices shall not constitute WSP's assurance, guarantee, or representation that Subcontractor's or lower tier subcontractors' rates are in compliance with either the provisions of this Subcontract, the Prime Agreement or applicable Regulations. Nor shall such approval or payment relieve Subcontractor from liability for overpayments, as determined by audit findings.

b. Compliance Audit. Subcontractor shall comply with the audit requirements of the Prime Agreement and applicable Regulations, and shall implement procedures to ensure its lower-tier subcontractors'

compliance with this Article. Auditors shall have the right upon reasonable notice to audit Subcontractor's records and procedures for compliance.

c. **Audit Proceedings; Documentation; Findings.** During the Record Retention Period stipulated in Article 17(c), Subcontractor agrees to allow authorized or third-party independent auditors access to Project Records and allow interviews of any Subcontractor employees who might reasonably have information related to performance of this Subcontract. Subcontractor agrees to respond to auditors' requests for documentation, backup, or substantiation for any Services performed, and costs incurred or billed to the Project. As part of the substantiation, Subcontractor shall make available to auditors all of Subcontractor's and its lower-tier subcontractors' general accounting records and timesheets applicable to the period under audit. Subcontractor also agrees to (a) participate in all audit proceedings, including but not limited to meetings or conferences with auditors; (b) assist WSP in preparing for and responding to audits; and (c) defend to such auditors all costs incurred, billed, or invoiced by Subcontractor on the Project. Subcontractor shall not be entitled to any additional compensation associated with compliance with the requirements of this paragraph.

Subcontractor shall be bound by all audit findings, including those pertaining to Subcontractor's lower-tier subcontractors.

d. **Lower-Tier Subcontractors.** All Subcontractor's lower-tier subcontractors shall be subject to the terms of this Article. Subcontractor shall include the provisions of this Article in all lower-tier subcontracts and require such subcontractors' compliance to the same extent as Subcontractor is bound, including but not limited to production of records and knowledgeable employees; responding to auditor requests; participation in audit proceedings and meetings; and providing assistance to WSP.

ARTICLE 24: SEVERABILITY

If any provision of this Subcontract is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Subcontract shall remain in full force and effect; provided that in such event the parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and comes as close as reasonably possible to expressing or achieving the intent of the parties with regard to the original provision. Upon agreement, this Subcontract shall be amended to incorporate the substitute language.

ARTICLE 25: SURVIVAL

The parties acknowledge that all terms and conditions of this Subcontract which by their nature are intended to survive the termination or expiration of this Subcontract, including non-disclosure, indemnification, insurance, retention and production of Project Records, and other obligations Subcontractor has a continuing duty to observe, as well as all provisions applicable to disputes and legal proceedings, audits and Article 20 notices, shall survive and be enforceable by WSP according to the terms hereof.

ARTICLE 26: ASSIGNMENT

Subcontractor shall not assign, sell, transfer, or otherwise dispose of any of its interest in this Subcontract or delegate any of its duties under this Subcontract without the prior written approval of WSP. Any unauthorized attempt to do so shall be void and unenforceable.

ARTICLE 27: SUCCESSORS AND ASSIGNS; THIRD-PARTY BENEFICIARIES

This Subcontract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, only. WSP and Subcontractor are the only beneficiaries of this Subcontract and are solely entitled to enforce its terms. It is the express intent of WSP and Subcontractor that should any persons or entities other than the parties hereto receive a benefit under this Subcontract, they shall do so as incidental beneficiaries only.

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ARTICLE 28: INTERPRETATION

This Subcontract shall not be construed in favor of or against either party based upon authorship, the parties being of equal bargaining stature. Headings are solely for the convenience of the parties and shall have no bearing on interpretation of text. Unless established as a term of art, with a well-understood and unequivocal technical or trade meaning, words are used in their common and ordinary meaning. Defined terms are capitalized, and when capitalized, shall carry their defined meaning. Wherever the term "day" or "days" is used, it shall mean singular or consecutive calendar days, respectively. "Business day" shall mean any weekday other than Saturday, Sunday or a holiday recognized and observed by the state where the Project is located.

ARTICLE 29: NONWAIVER

No failure or successive failures on the part of either party to enforce any provision of this Subcontract, or custom or practice that may evolve between the parties in the administration of this Subcontract, shall operate as a waiver or discharge of that or any other provision, or render the same invalid, or impair a party's right to enforce the same in the event of any subsequent breach by the other party. Any waiver, if given, shall be in writing, signed by the party making the waiver and addressed to the other party, and shall be limited to the particular instance and for the purposes stipulated therein.

ARTICLE 30: ENTIRE AGREEMENT

This Subcontract represents the entire and integrated agreement between WSP and Subcontractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof. This Subcontract may not be modified except in writing, by an amendment signed by the parties hereto.

IN WITNESS WHEREOF, WSP and Subcontractor have duly executed this Subcontract, effective from the date first written above.

WSP USA INC.

THE CALIFORNIA VANPOOL AUTHORITY

By: _____
Signature
Victor J. Martinez, San Bernardino Area
Manager

By: _____
Signature
Ronald Hughes, Executive Director

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**ATTACHMENT 1
PRIME AGREEMENT (REDACTED)**

(following page)

ATTACHMENT 2
SCOPE OF SERVICES

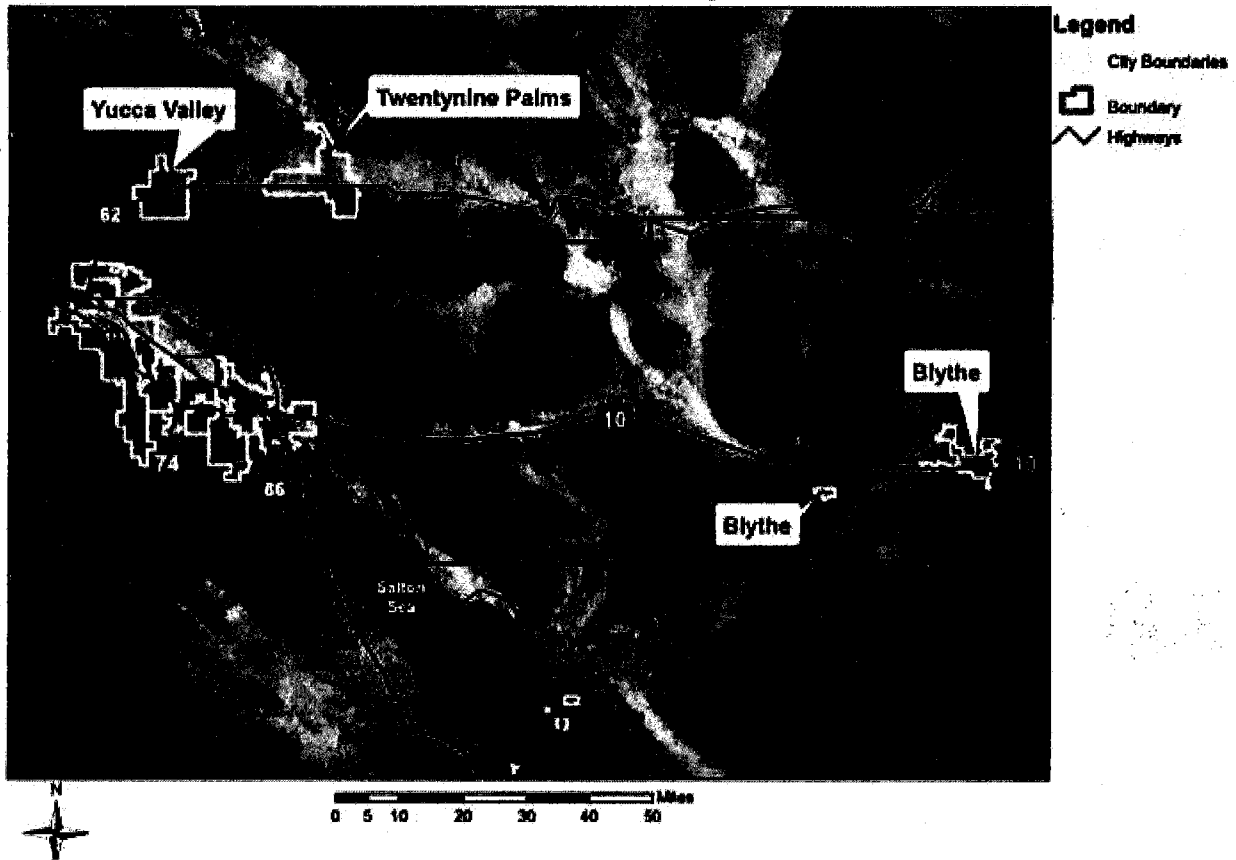
Subcontractor shall perform the following Services.

SERVICES:

1. Subcontractor shall perform all activities and work necessary to start and administer a vanpool passenger incentive program, including, the provision of vanpool services.
2. Each vanpool shall comply with the following:
 - a. The passengers and drivers ("Participants") shall be volunteers.
 - b. Each vanpool shall have a minimum of five (5) Participants (including the driver) and vehicles shall be maintained in a professional manner with routine service and repairs when needed. All vehicles shall be in compliance with Federal Motor Vehicle Safety Standards as well as equipment/feature requirements to comply with local, State and/or Federal farm laborer transportation rules, regulations and laws.
 - c. The vanpool must be used for commuting purposes to and from a regular work site and/or vocational/post-secondary education destination (college, trade school).
 - d. Vanpools shall either begin or end its commute within the Eastern Riverside County, which includes, the following cities and communities: Bermuda Dunes, Blythe, Cabazon, Cathedral City, Coachella, Desert Edge, Desert Hot Springs, Indian Wells, Indio, La Quinta, Mecca, North Shore, Oasis, Palm Desert, Palm Springs, Rancho Mirage, Thermal and Thousand Palms. Refer to Attachment 2-A for a map of the Vanpool Program Service Area.
 - e. Vehicles provided shall be seven (7) to 15-passenger vehicles.
 - f. The minimum occupancy must be 70% or higher at startup and maintained on an ongoing basis at 70%.
 - g. Mileage from where the leased vehicle is parked at night to where the vehicle is parked at the regular worksite and/or vocational/post-secondary education destination must be at least 12.5 miles one-way, or 25 miles round trip.
 - h. The vanpool must operate at least 12 days during each calendar month.
3. Subcontractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.
4. Subcontractor shall provide all program outreach/marketing, vehicle maintenance, insurance, towing/emergency repair services and customer service. Subcontractor shall provide a guaranteed ride home (GRH) program for Participants who experience non-work related mid-day emergencies such as flood/fire in the home, illness of self or dependent, that require them to return home prior to the departure of the vanpool. This incentive will be limited to two (2) GRH per Participant per calendar year.
5. Subcontractor shall comply with applicable state and federal laws and regulations, including, driver and vehicle certification, licenses for all Participants who may drive a vanpool vehicle, and vehicle registration. Subcontractor shall obtain DMV Form DL-51 from all vanpool drivers operating a 10 to 15 passenger vehicle. Subcontractor shall obtain DMV Form DL-51 from vanpool drivers every two (2) years, or sooner, if required. As part of its contractual indemnity obligations,
6. Each Vanpool will transport employees/agricultural employees and/or vocational/post-secondary education students between their place of residence and place of employment/educational institution for their daily commute. The compensation provided by WSP pursuant to this Subcontract will be used by Subcontractor to offset the capital costs of leasing vanpool vehicle(s) during the Term of this Subcontract.
7. Subcontractor shall collect daily, and report in the Monthly Reports, information about the following measurements by each Vanpool:
 - a. Number of riders, including the driver, and full names of riders
 - b. Daily distance traveled (daily van miles),

- c. Daily distance traveled by each rider (passenger miles),
 - d. Monthly distance traveled (monthly van miles),
 - e. Calculated vehicle miles traveled (VMT) reduced each month
 - f. Number of vehicles operated in maximum service (VOMS), and
 - g. Vehicles service hours (VSH) of during the period, and
 - h. Any comments, complaints, grievances or compliments from Participants and/or employers during the period, and how the Subcontractor responded to and/or resolved the comments.
8. WSP will retain the right to request mileage and vanpool operational information after the Term of this Subcontract expires.
 9. Subcontractor shall report into the National Transit Database (NTD) costs incurred by Participants related to the vanpool.
 10. Subcontractor shall affix decal on vanpool which identifies Client as the sponsor of the vanpool. WSP shall supply decals to Subcontractor. Subcontractor shall provide photo documentation of vanpool showing decal.
 11. All vanpools shall comply with federal requirements, including:
 - a. The Americans with Disabilities Act (ADA),
 - b. The federal Buy America requirements,
 - c. The Transit Administration's requirements to advertise the vanpool to the general public and permit any public to participate in the vanpool, and
 - d. Restriction on personal use of the vanpool not to exceed 20% of the total van miles traveled during a month period.
 12. Upon approval, the Participants in the vanpool (including the driver and all passengers) are no longer eligible to receive compensation and/or subsidies from any other public agency ongoing vanpool program. Ongoing vanpool subsidy programs include, but are not limited to those offered by the Los Angeles County Metropolitan Transportation Authority (Metro), Orange County Transportation Authority (OCTA), Riverside County Transportation Commission (RCTC), San Bernardino County Transportation Commission (SBCTA), San Diego Association of Governments (SANDAG) and/or the Victor Valley Transit Authority (VVTA). Participants are also not eligible to receive any further vanpool incentives from the IE Commuter program, funded by RCTC and SBCTA, including but not limited to their staggered nine-month vanpool subsidy and the three-month, \$2 a day gift card program. Accepting compensation and/or subsidies from any of the above-mentioned programs while participating in the CALVANS vanpool program provided through WSP simultaneously will immediately disqualify the vanpool and its Participants from participating in Client's Vanpool Program.
 13. Employer and/or farm laborer contractor subsidies provided directly to any of the Participants are permitted, including, but not limited to the Federal Mass Transportation Benefits Program (MTBP) provided to many qualified federal employees. In addition, IE Commuter offers a reward program (Rideshare Plus) for Inland Empire residents that have been ridesharing for three or more months and vanpool Participants are eligible to participate in this ongoing reward program.

Attachment 2-A



Deliverables

- a. Monthly invoice with documentation backing up the activity during the period, stating the amount due for such services on a monthly basis throughout the duration of the Subcontract. Said monthly invoicing shall be in a Microsoft Excel format, and shall provide the following information in each column, for vanpools subsidized during the period:
 - i. Sequential count of vanpools subsidized in the period;
 - ii. CALVANS vanpool/route ID;
 - iii. CALVANS vehicle number;
 - iv. Driver/leaseholder first name;
 - v. Driver/leaseholder last name;
 - vi. Vanpool start date;
 - vii. For each subsidized vanpool, identify the vehicle's monthly lease cost to the vanpool group
 - viii. Identify other monthly expenses incurred by the vanpool group and paid for by CALVANS which is not reimburseable by the WSP subsidy (fuel, etc.)
 - ix. Amount due under this Subcontract; and
 - x. All other relevant information, comments and notes regarding the status of each vanpool and the Program (i.e. if Vanpool terminated during the month).

The monthly invoice shall also include the contract amount, prior reimbursements by WSP, outstanding invoices unpaid, current invoice amount and contract balance.

PERFORMANCE SCHEDULE:

Subcontractor shall complete the Services and submit deliverables according to the following:

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Services shall be provided through September 19, 2019

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**ATTACHMENT 3
COMPENSATION**

Subcontractor shall be compensated according to the following rates/fee breakdown:

All prices submitted on the following form must be based on a vehicle with the minimum features described below. Any additional features that the Client adds to the minimum vehicle requirements, shall not increase the cost to the customer. All vehicles must adhere to the additional requirements outlined in the RFP and Scope of Work.

All vehicles must have the following minimum equipment and specifications: First Aid Kit, fully stocked with sufficient supplies appropriate for the vehicle's maximum passenger capacity; Fire extinguisher rated for at least Type A, B, and C fires; Two reflective safety yield triangles OR three emergency road flares; Functioning seatbelts for all seated positions and driver, front passenger, and side airbags consistent with the standard equipment specifications for the model year of the vehicle being leased; power steering, automatic transmission, power windows and power locks; 6-cylinder engine for passenger capacity of 8 or less, 8-cylinder engine for passenger capacity of 9 or more passengers (for gasoline powered vehicles); and air conditioning and heating.

Subcontractor shall be reimbursed based on 50% of allowable vehicle lease rates not to exceed \$400 per month per qualified vanpool. Subcontractor subsidies are expressly limited to the vehicles shown below.

Vehicle & Class	Seating Capacity/Type	Based on Model Year	Estimated MPG/HWY	Current Average Monthly Cost per Vehicle Based on Daily Round-Trip Miles of:									
				25-50	25-50	51-100	151-200	201-250	251-300	301-350			
Toyota Sienna	8	2016	22	1,129	1,651	2,141	2,541	3,001	3,461	3,920			
GMC Savana	15	2016	13	1,346	1,895	2,500	2,961	3,488	4,015	4,543			
Mercedes Sprinter	12	2016	21	1,433	1,865	2,297	2,729	3,161	3,593	4,025			
Ford Transit	15	2016	14	1,346	1,895	2,500	2,961	3,488	4,015	4,543			
					51-100	101-150							

The rates reflected here are not-to-exceed pricing on each vehicle class. Subcontractor cannot guarantee specific features referenced above.

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ATTACHMENT 4

**The United States Department of Transportation (USDOT) Standard Title VI
Nondiscrimination Assurances
DOT Order No. 1050.2A**

Appendix A

During the performance of this Subcontract, Subcontractor (hereinafter referred to as the "contractor"), for itself, its assigns, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto.

The contractor will take action with respect to any subcontract or procurement as the Recipient or the OST-R may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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**The United States Department of Transportation (USDOT) Standard Title VI
Nondiscrimination Assurances
DOT Order No. 1050.2A**

Appendix E

During the performance of this Subcontract, Subcontractor, for itself, its assigns, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

ATTACHMENT 5
SUBCONTRACTOR CERTIFICATIONS
(following page)

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Subcontractor certifies, by and through its authorized representative, that to the best of its knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit OMB Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) Subcontractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies that he/she is authorized by Subcontractor to make these attestations and certifications, and to execute this certification as the duly authorized representative of Subcontractor.

THE CALIFORNIA VANPOOL AUTHORITY

By: _____
Signature
Ronald Hughes, Executive Director

Date: _____

US DoT - FTA Certifications and Disclosure of Lobbying Activities

Use this form for Disclosure of Lobbying Activities OMB 0348-0046

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**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER-TIER COVERED TRANSACTIONS**

As a subcontractor to a primary contractor for subcontracts of \$25,000 or greater, Subcontractor certifies, by and through its authorized representative, that to the best of its knowledge and belief Subcontractor and its principals:

1. Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred from federal contracts for violations of various public contracts incorporating labor standard provisions;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government entity;
3. (a) have not been convicted under the laws of any state of bribery or attempting to bribe any government officer or employee, or have made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct; or (b) are not convicted of a felony for which the sentence has been completed within five years prior to the date of this certification.
4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state, or local) for any reason; or
5. Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.

The undersigned certifies that he/she is authorized by Subcontractor to make these attestations and certifications, and to execute this certification as the duly authorized representative of Subcontractor.

By signature of the undersigned, Subcontractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of the Federal False Claims Act are applicable thereto.

If Subcontractor is unable to certify to the truthfulness of any of the above, Subcontractor shall attach an explanation.

THE CALIFORNIA VANPOOL AUTHORITY

By: _____

Date: _____

Signature

Ronald Hughes, Executive Director

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FAR CONFLICTS OF INTEREST

In the event Federal Acquisition Regulations apply to this Subcontract, Subcontractor shall comply with the following:

A FAR Subpart 3.11 Personal Conflict of Interest

“Personal conflict of interest” means a situation in which a covered employee, as defined in Subpart 3.1101, has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A *de minimis* interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are—
 - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.

Subcontractor shall have procedures in place to screen covered employees for potential personal conflicts of interest and prevent conflicts of interest in accordance with the procedures set out in FAR Subpart 3.1103. Subcontractor shall inform covered employees of their obligation to disclose and prevent personal conflicts of interest in accordance with the requirements of Subpart 3.1103(a)(3).

B. FAR Subpart 9.5 Organizational Conflict of Interest

“Organizational conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. An organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition.

Subcontractor shall comply in all respects with the provisions of Subpart 9.5, as applicable, and employ an appropriate means for preventing, identifying, and resolving organizational conflicts of interest.

Subcontractor affirms, by and through its authorized representative, that to the best of its knowledge and belief no personal or organizational conflicts exist at this time, and that Subcontractor shall promptly disclose any conflicts upon discovery. Subcontractor further affirms that it shall comply in all respects with the applicable FAR conflict of interest provisions, as well as any State conflict of interest provisions to which it may be subject.

THE CALIFORNIA VANPOOL AUTHORITY

By: _____
Signature
Ronald Hughes, Executive Director

Date: _____

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