

Los Angeles County
Metropolitan
Transportation
Authority

CONTRACT DOCUMENTS



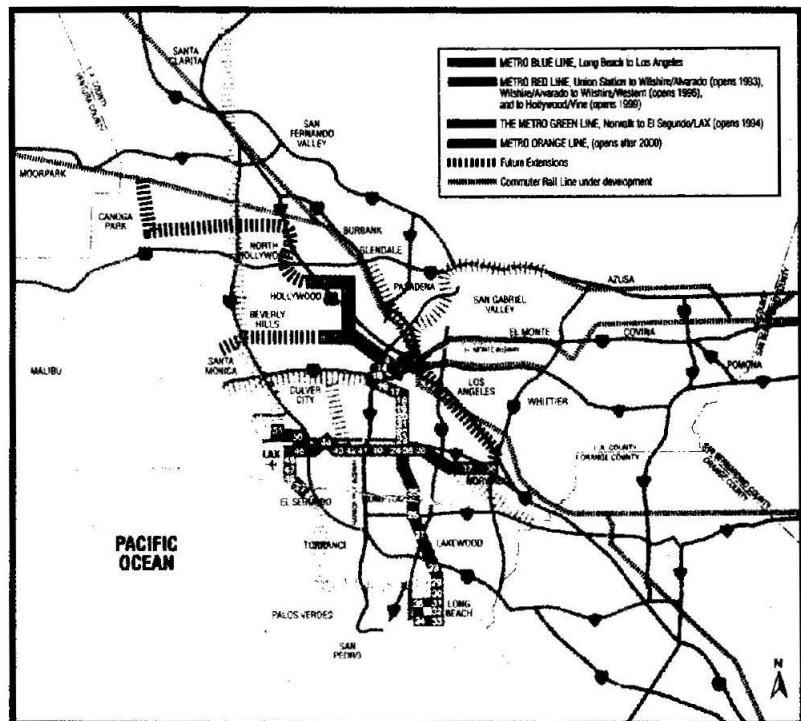
LOS ANGELES
METRO RAIL TRANSIT

No. 1105

**CONFORMED
CONTRACT DOCUMENTS**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION
MANAGEMENT SERVICES**

AWARDED: OCTOBER 25, 1995



**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

**CONFORMED
CONTRACT DOCUMENTS**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION
MANAGEMENT SERVICES**

AWARDED: OCTOBER 25, 1995

THE PREPARATION OF THIS DOCUMENT HAS BEEN FINANCED IN PART THROUGH A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION (FTA), UNDER THE FEDERAL TRANSIT ACT OF 1964, AS AMENDED, FUNDS FROM THE STATE OF CALIFORNIA AND LOCAL SOURCES.

**Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

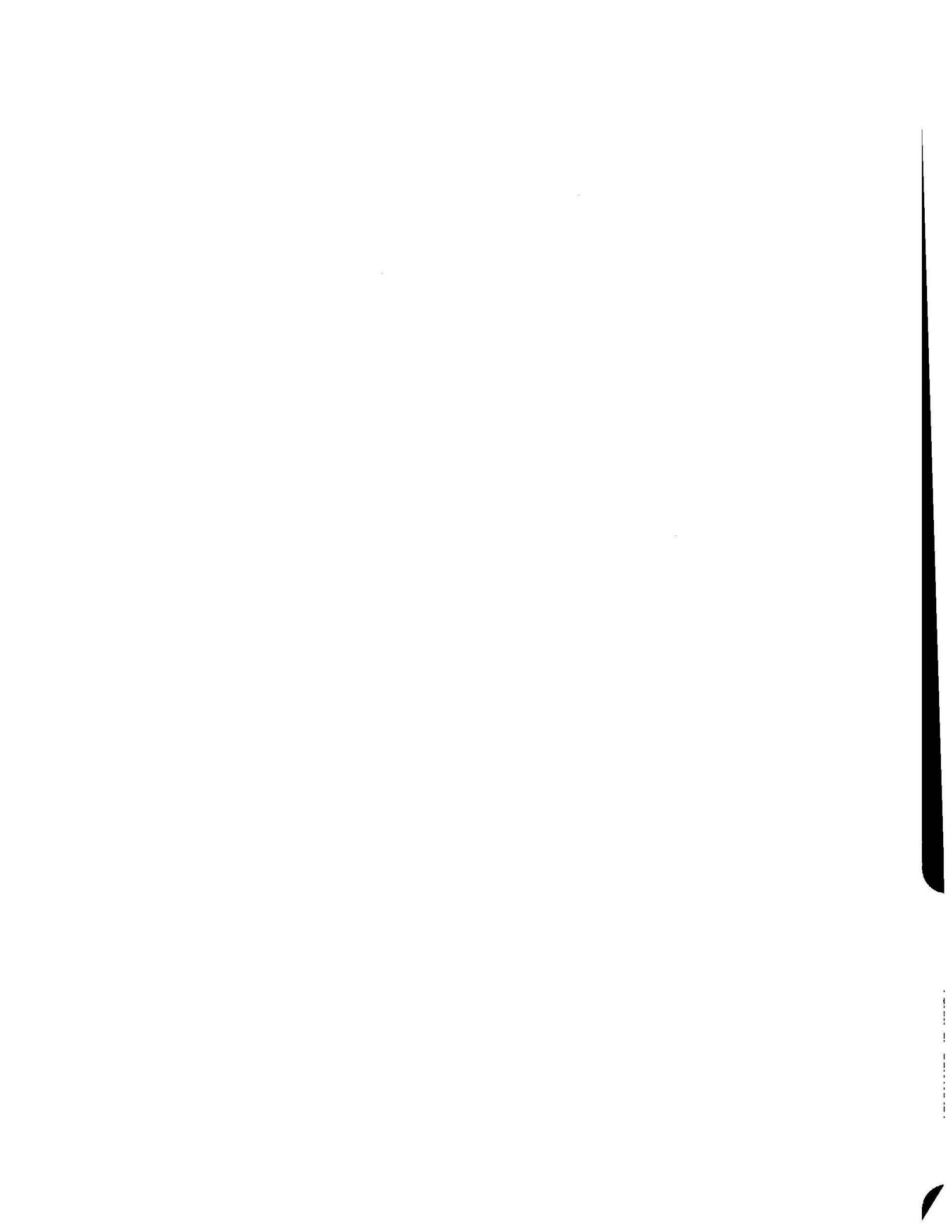
CONTRACT NO. MC047

NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

CONTRACT NO. MC047

NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES

FORM OF CONTRACT

BETWEEN

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

AND

JMA, A JOINT VENTURE

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

CONTRACT MC047

NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES

FORM OF CONTRACT

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

CONTRACT MC047

NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES

FORM OF CONTRACT

This Contract is made and entered into as of this 25th day of October, 1995, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter called AUTHORITY and JMA, a Joint Venture, hereinafter called Contractor.

The AUTHORITY, exists under the authority of Section 130050.2 *et seq.* of the California Public Utilities Code. The parties, in consideration of the agreements herein contained, contract and agree as follows;

ARTICLE I INTRODUCTION

WHEREAS: The AUTHORITY requires the services of a Contractor to provide the professional services as described in the Scope of Work;

WHEREAS, the AUTHORITY has determined that the Contractor is best qualified to perform the required services;

WHEREAS, the Contractor(s) is able and willing to perform the required services under the terms and conditions of the Contract;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

ARTICLE II CONTRACT

- A. The Contract consists of this Form of Contract and the following Contract Documents, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which are by this reference incorporated herein and made a part of the Contract:

Section	Description
Part A	Scope of Work Dated 10/25/95
Part B	General Conditions - Services Revision 1, Dated 11/01/94 Supplemental Services General Conditions for Federally-Funded Contracts Revision 1, Dated 11/01/94
Part C	Special Provisions Dated 10/25/95
Part D	Compensation and Payment Provisions Dated 10/25/95
Part E	Contract Compliance Manual for Federally Funded Contracts Revision 2, Dated 01/06/95
Part F	Construction Safety and Security Manual Revision 6, Dated 02/22/93
Part H	Construction Insurance Specifications Metro Red Line Segment 3, Revision 0, Dated 04/06/94
Part J	Policies and Guidelines on Lobbying Revision 0, Dated 05/04/93
Part K	Federal Lobbying Restrictions Revision 1, Dated 06/23/93

ARTICLE III SCOPE OF WORK/DELIVERABLES/REPORTING REQUIREMENTS

- A. The Contractor shall furnish the necessary personnel, material, equipment, services and the facilities described in the Scope of Work (Part A), and provide the deliverables and submit reports set forth in General Conditions (Part B). The Contractor will further furnish all requirements of Contract Work Order(s) (CWO) as therein defined and executed by the Parties to the Contract.
- B. The Contractor may perform work under a CWO only when directed in writing by the AUTHORITY in accordance with Article V, entitled CONTRACT WORK ORDER.

ARTICLE IV PERIOD OF PERFORMANCE

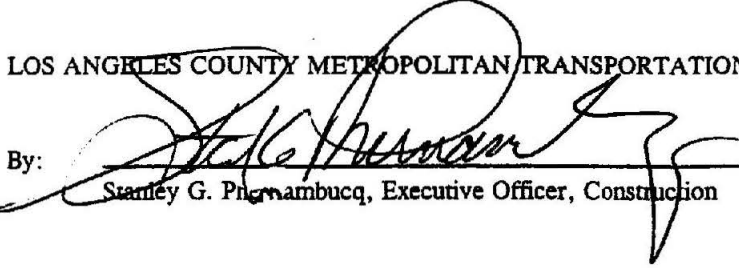
- A. The total duration of the Contract shall be 1825 days/five (5) years, starting from the award date of the Contract, October 25, 1995.
- B. Notwithstanding the above described Period of Performance, specified performance periods shall be included in each CWO issued under the Contract.

ARTICLE V CONTRACT WORK ORDER (CWO)

- A. The Contractor shall perform services under the Contract as specified in written Contract Work Orders CWO's issued by the AUTHORITY.
- B. Each CWO will include (1) a numerical designator; (2) the Period of Performance and schedule of deliverables; (3) the description of the Services; (4) estimated Contract Work Order amount, provided by the Contractor; (5) sufficient funds to commence performing the services immediately upon receipt of the CWO; (6) a technical representative. The Contractor shall start performing services immediately upon receipt of a CWO.
- C. The Contractor shall acknowledge receipt of each CWO by returning to the AUTHORITY a signed copy of the CWO within five (5) calendar days after its receipt.
- D. As requested by the CWO, the Contractor shall submit five (5) copies of a Project Implementation Plan to the AUTHORITY. The Project Implementation Plan shall include a detailed technical approach, a staffing plan and a detailed cost estimate in the format requested by the AUTHORITY.
- E. Within thirty (30) calendar days (unless otherwise designated) after receipt of a Project Implementation Plan for a CWO, the Contractor and the AUTHORITY agree to negotiate in good faith the estimated Project Baseline cost and fees using the Project Implementation Plan for CWOs.
- F. The Contractor must notify the AUTHORITY of insufficient funds for any CWO pursuant to the Compensation and Payment Provision (Part D) entitled LIMITATION OF COST NOTICE and if insufficient funds are obligated by the AUTHORITY for such CWO, it will suspend performance.
- G. The AUTHORITY reserves the right to negotiate Annual Provisional CWO/Project Estimating Rates with the Contractor as deemed necessary.


IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed as of the day and year first above written.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: 
Stanley G. Pernambuco, Executive Officer, Construction

By: _____

CONTRACTOR

By: 
Signature

ARBiggart


Print or type name

Chief Executive Officer

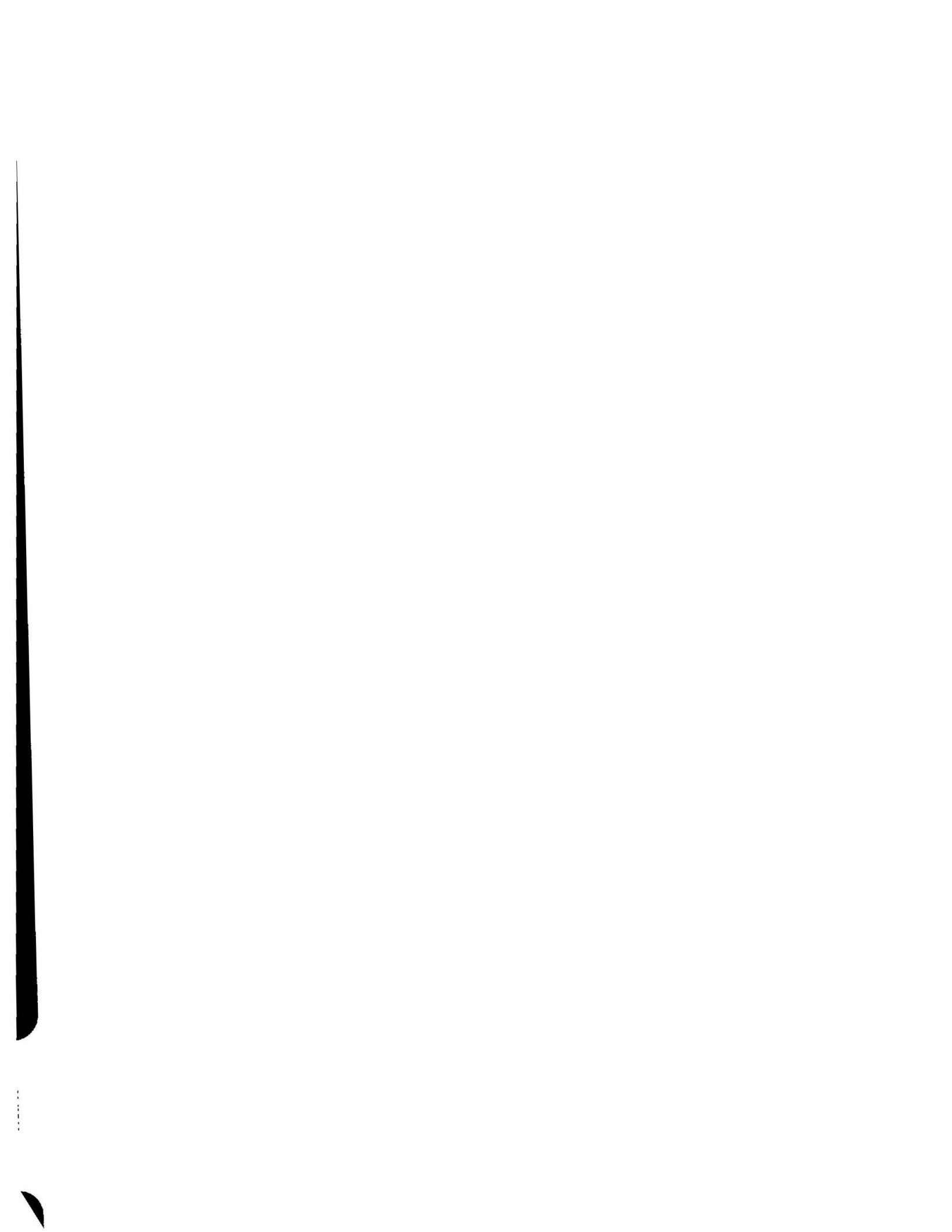
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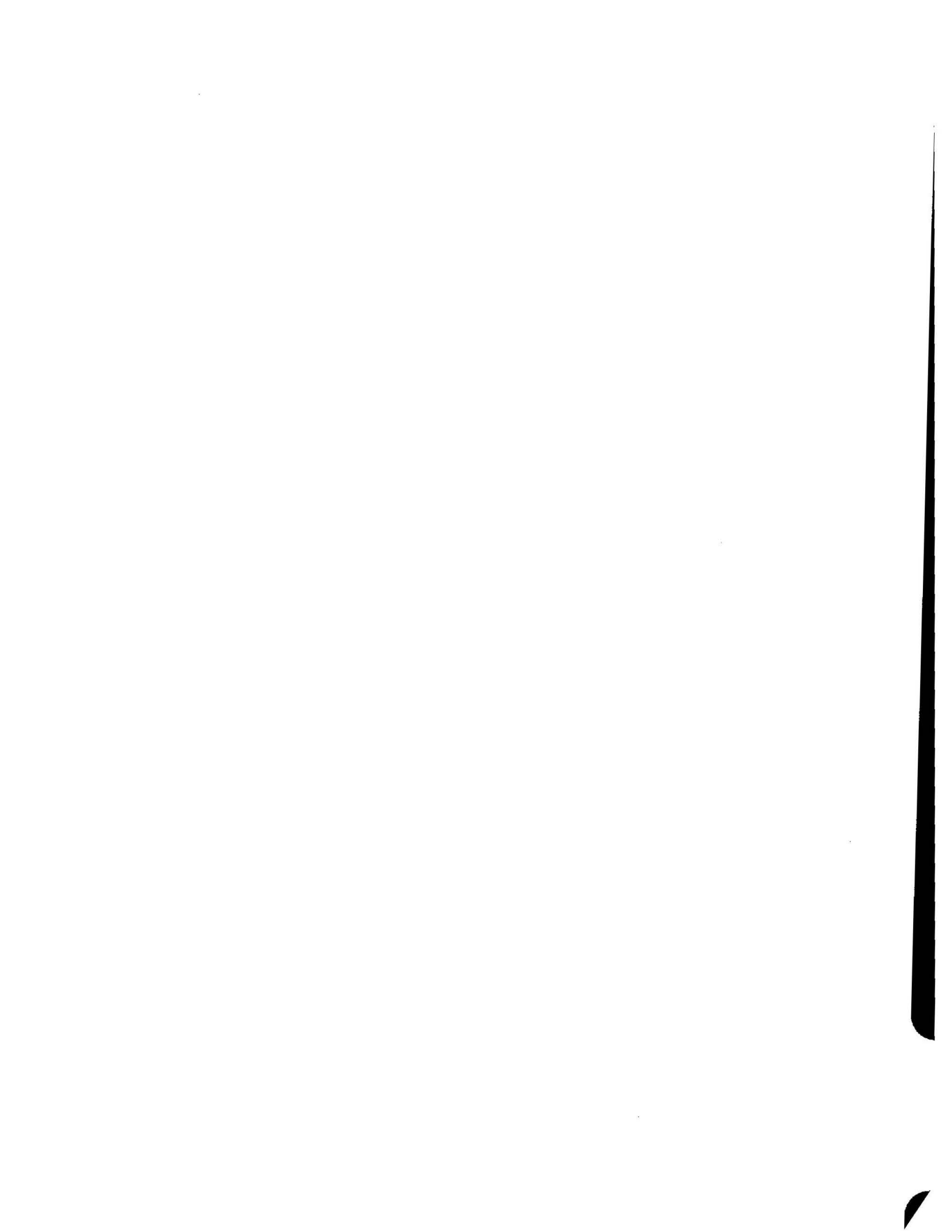
Tax ID No.: 95-4542046

Approved as to Form:
DeWitt W. Clinton
County Counsel

By: 
Deputy

Date: _____





**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART A
SCOPE OF WORK**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART A

SCOPE OF WORK

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

CONTRACT NO. MC047

NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES

PART A

SCOPE OF WORK

I. INTRODUCTION

This document describes the scope of work to be performed by the Construction Management Consultant (CM) for the Los Angeles County Metropolitan Transportation Authority (AUTHORITY) on the Metro Red Line North Hollywood Project (MRLNH). This Scope of Work may be revised during implementation of the contract due to the AUTHORITY's ongoing reorganization. By execution of this Contract, the CM acknowledges and agrees that such revisions may result in either an expansion or reduction of this Scope of Work.

A. PROJECT

The Project for which the services are required is identified as the Metro Red Line, North Hollywood (MRLNH) Extension. The AUTHORITY Construction Division, on behalf of the AUTHORITY, functions as the owner for the development of the Project. Members of the Consultant team, in addition to the CM, include but are not limited to the Engineering Management Consultant (EMC). It is the AUTHORITY's intent that the AUTHORITY organization and its consultants function as a coordinated team for an efficient, effective, and professional organization to manage this large public works project. It is the goal of the AUTHORITY, through cooperation and participation of the consultant team, to achieve recognition as the best public works organization in the country.

The 6.3 mile MRLNH includes 3 stations and extends northwest from the terminus of Segment 2 at Hollywood/Vine to a new terminus at North Hollywood Station. The MRLNH will add three stations to the Metro Red Line; Hollywood Boulevard/Highland Avenue, Universal City, and North Hollywood at Lankershim & Chandler. Travel time from the Hollywood/Highland to North Hollywood is expected to be 10 minutes. Powered by electric third rail-using the same rail technology as the Metro Red Line Segment 1 - the vehicles will operate through twin-tunnel subway.

Excluded from this CM Services contract will be the oversight of North Hollywood Station and Site Restoration Contracts, C0351 and C0352, the tunnel line between North Hollywood and Universal City, Contract C0331, the Procurement and Installation of System contracts and Start Up and C0390 Miscellaneous Construction Contract. It is the AUTHORITY's intention to retain Parsons Dillingham as the Incumbent CM to continue to perform the current CM services for Contracts C0351, C0352, and C0331, and C0390, and Systems Installation and Start Up.

Both the CM and the incumbent CM shall, in good faith, take all steps necessary to develop a coordination plan which will describe and set forth each function or activity that will require their mutual cooperation and coordination. There will be a requirement for both MRLNH CM Consultants to coordinate the installations of their respective portions of the Work to ensure interfaces are performed in the most cost and schedule effective manner.

B. COSTS

This contract is financed through a grant from the U.S. Department of Transportation, Federal Transit Administration (FTA), under the Federal Transit Act of 1964, as amended, and with funds from the state of California and local sources.

II. CONSTRUCTION MANAGEMENT PHILOSOPHY

A. GENERAL

The AUTHORITY's Construction Management philosophy envisions that the primary role of the CM is to perform the Resident Engineering (RE) function as it relates to the administration and management of the construction contracts and to ensure that the construction of the Project is completed with a high level of quality and safety by utilizing a management team capable of successfully assisting in the construction of the best public works project in the country on behalf of the AUTHORITY. The AUTHORITY expects that the CM's organization will be primarily focused in the RE offices. Each RE office shall have and maintain the necessary technical and administrative expertise and support to fully administer all provisions of the contract and to meet the necessary project reporting requirements and control procedures as established by the AUTHORITY. Environmental services in support of the CM's work will be provided by the AUTHORITY's Environmental Services and Environmental Compliance Departments and environmental consultants under separate contracts. The CM shall also be responsible for assisting the AUTHORITY in day-to-day management of the Master Project Schedule and will monitor and report project progress on each contract to the AUTHORITY. The CM is required to integrate its procedures with the AUTHORITY's existing Policies and Procedures as well as the Change Control System to ensure the AUTHORITY is fully apprised of the status of all Contracts. The CM's organization will have a support staff for the purpose of coordinating and managing the master project schedule for the entire MRLNH Project from design through testing and start-up, and contract close-outs, as well as coordinating interfaces between different contracts, monitoring and analyzing the Project budget, tracking actual costs and maintaining the cost forecast.

B. CHAIN OF COMMAND

The CM will report to and receive direction from the AUTHORITY's Project Manager (PM) for the Metro Red Line on matters pertaining to the Scope of Work and those contract changes within the scope of the PM's delegated authority. On a day-to-day basis, the Deputy Project Manager for Construction is responsible for providing direction and guidance to the CM. The PM reports to the Executive Officer of Construction, who reports to the AUTHORITY's CEO.

C. EXISTING AND FUTURE ORGANIZATION CHANGES

The incumbent CM is currently performing certain CM functions described in this Statement of Work for MRLNH. The AUTHORITY anticipates retaining the incumbent CM

to oversee construction work of North Hollywood Station and Site Restoration Contracts C0351 and C0352, tunnel line between North Hollywood and Universal City, Contract C0331, and the Procurement and Installation of Systems Contracts and Start Up and the C0390 Miscellaneous Construction Contract. The CM services covering installation of track work is included in this contract. The phase-out of certain responsibilities of the incumbent CM and the assumption of these responsibilities by the new CM is expected to be completed prior to September, 1995. The new CM will work closely with the AUTHORITY and the incumbent CM during the transition period to ensure a cost effective and efficient transfer of duties in order to minimize contract disruptions during construction, which is currently underway on MRLNH.

The CM will be required to coordinate numerous activities with the Incumbent CM and both CM Consultants shall be evaluated as to how successfully they support the timely and cost-effective completion of the MRLNH Project and as to how they support the cooperation with the other CM.

There are studies being conducted that are directed at the reorganization of the Construction Division of the AUTHORITY. The results of these studies may be the development of recommendations regarding additional duties and responsibilities to be taken over directly by the AUTHORITY, or by the CM thus reducing or increasing the CM's scope of work and responsibilities in the future. The AUTHORITY will require the CM to assist and work closely with the AUTHORITY to minimize costs and construction disruptions during any changes in scope that may occur.

D. TOTAL QUALITY MANAGEMENT (TQM)

The CM shall implement a TQM program that is either consistent with or becomes an extension of the AUTHORITY's TQM/Partnership for Excellence in Rail Construction (PERC) program. The CM shall support the AUTHORITY's PERC program, participating on the PERC Steering Committee, attending PERC coordinator meetings, and participating in related PERC activities including participation in Work Progress Improvement (WPI) activities. The CM shall also ensure that the CM staff receives AUTHORITY approved or recommended training for PERC program activities.

E. PARTNERING

As set forth in the AUTHORITY's Partnering Plan and Guidelines for Metro Rail Construction Projects, current edition, the CM shall participate in the AUTHORITY's partnering process as a participant and, when necessary, the CM may represent the AUTHORITY in the process. CM senior staff and field staff shall embrace and reflect the AUTHORITY's commitment to partnering and participate in partnering workshops as required.

III. CONSTRUCTION MANAGEMENT ORGANIZATION

A. CONSTRUCTION MANAGEMENT (PROJECT OFFICE)

The CM shall provide the necessary leadership and executive management capabilities to effectively and efficiently manage all services provided to the AUTHORITY at the Project and field offices and ensure these include all necessary supporting functions. The CM shall clearly define the roles, authority, duties and responsibilities of its executive managers and administrators as they relate to the management of the CM's organization. The CM will periodically review its management strategy with the AUTHORITY's Project

Manager to ensure continued compliance with Project and AUTHORITY needs. The CM's Project Manager shall be located at the project office throughout the duration of this Contract and remain in residence through all close-out issues. The Project Office will use the AUTHORITY's leased office located at 4640 Lankershim Boulevard, North Hollywood, California.

The CM shall provide staff with all of the skills necessary to support the administration of the CM's organization to satisfy the specific requirements of this Scope of Work . The CM's administration shall include staff capable of addressing the specific areas of office management, procurement, insurance and claim management, document control, personnel, and accounting. The AUTHORITY shall have the right of review prior to acceptance and hiring for all levels of staff. Failure to exercise such prior review rights shall not be deemed a waiver and acceptance of a member of the CM's staff. The AUTHORITY shall maintain its rights to request removal of any CM staff member from the Project at any time for any reason. The AUTHORITY's decision on removal of a CM employee from the Project shall be final and binding on the CM. If the AUTHORITY directs a CM employee to be removed, it is the CM's full and complete responsibility to resolve all employment related issues without involving but fully indemnifying the AUTHORITY in the process.

B. CONSTRUCTION SUPPORT (PROJECT OFFICE)

The CM shall provide staff in the Project Office to support the field offices, with primary functions as defined below.

1. Changes

The CM shall utilize the AUTHORITY's Change Control System (CCS) in the performance of its duties and responsibilities under the Scope of Work. The CM shall provide a sufficient and adequate staff, in the Project Office, to support the RE's activities associated with the management of this contract, related construction contracts, for which the CM is responsible and to minimize all changes in the field. This support function includes but is not limited to a systemwide changes accounting system that will provide support for the AUTHORITY administration and management of the Change Process as well as changes and claims expertise to advise and assist the field offices.

2. Project Controls and Administration

The CM is responsible for overall MRLNH Project Cost Engineering, Schedule Activities and Reporting as well as maintaining cost/schedule reporting and shall provide staff in the Project Office to conduct project control functions in accordance with applicable AUTHORITY policies and procedures. These duties shall include analysis of and comment on project control methods and results as well as adverse or unreasonable trends and forecasts developed by the incumbent CM and others.

The CM's Project Controls and Administration unit shall utilize the AUTHORITY's management information systems related to scheduling, including the reporting of cost, budget, forecast, schedule, and overall MRLNH project status and progress. The CM's Project Controls and Administration unit shall provide cost estimating support to the overall MRLNH project, shall develop and maintain the overall MRLNH projectwide Work Breakdown Structure (WBS), and shall perform other

related services as may from time to time be requested or directed by the AUTHORITY.

The Project Controls and Administration functions include:

a. Scheduling

The entirety of the MRLNH program schedules will be coordinated, progressed and managed through the Project Office with input provided from field offices, the EMC, other CM Consultants, the AUTHORITY and other public agencies as necessary to depict the comprehensive plan for project execution. This effort includes the comprehensive review and acceptance, integration, and management of the Project Master Schedule. The CM shall prepare the Monthly Schedule Report, which depicts the status of the Project Master Schedule. The CM shall provide an annual or bi-annual analysis of the Monthly Schedule Reports to confirm Project Schedule status. This function shall be performed in accordance with applicable AUTHORITY Project Control Policies and Procedures, using the prescribed AUTHORITY Scheduling System. The AUTHORITY uses the most current version of Primavera software programs; Primavera Project Planner. Schedules for all design activities within the AUTHORITY's specified milestones will be maintained by the EMC and provided to the CM for review and for integration into the Master Project Schedule and the Monthly Schedule Report. Construction/procurement contract schedules will be maintained in the field offices and coordinated between them, the EMC, other CM Consultants, the AUTHORITY, and the CM's Project office by the scheduling support group. The CM's scheduling group shall analyze all MRLNH project scheduling data and trends, and make appropriate recommendations to the AUTHORITY for schedule changes, impacts on contracts, costs, loss of efficiency, claims, errors and omissions, and workarounds.

b. Cost Engineering

The CM shall be responsible for performing MRLNH project cost engineering including comprehensively reviewing the budgets, tracking actuals and allocations on a monthly basis, analyzing variances, contingency evaluation, and forecast maintenance for all project cost elements. This function shall be performed in accordance with applicable AUTHORITY Project Control Policies and Procedures, using the prescribed AUTHORITY Cost Management System (CMS). The CM shall also support all requirements to segregate, monitor, invoice and report costs for all MRLNH services under the contract and those services, funded by other projects or agencies external to the MRLNH. This shall include coordinated efforts to gather Contractor costs in segregated fashion as required.

c. Reporting

The CM shall be responsible for verifying and certifying the validity/correctness of the data and the analysis of all reports submitted as required herein. Failure of the CM to properly and timely submit such

reports shall be reflected in the AUTHORITY's evaluation of the CM's performance which could result in the CM's loss of fee.

The CM shall prepare status reports, which include, but are not limited to, the following:

- (1) Project Manager's Monthly Status Report
- (2) Level 2 Programwide Cost and Schedule Monthly Reports
- (3) Monthly Cost and Schedule Briefing
- (4) Weekly Action Item Reports
- (5) AUTHORITY FTA Quarterly Reports
- (6) Bi-weekly Change Control Log
- (7) Quarterly CM Services Contract Performance Report
- (8) Monthly Claims Log
- (9) Monthly Report of CM Expenditures and Services
- (10) Monthly Backcharge Report
- (11) Quarterly Project Cash Flow and Commitment Report
- (12) CM Weekly Labor Distribution Report

The information and data for these reports will be generated from a variety of sources, such as the field offices, the cost and change control databases, Project contractors and consultants, the AUTHORITY, meeting notes and action item lists. The CM is required, under this support function, to coordinate, edit, and analyze all input, prepare graphics, lay out material in the format prescribed by the AUTHORITY, duplicate the final product, and distribute it to all Project management and funding partners as applicable.

Other services provided by this function include regular monthly photographic documentation of the Project, maintenance of a Project slide library and presentation program, and graphic displays in the field offices.

3. Document Control

The CM management support organization shall provide a document control system for the Project that will integrate with the AUTHORITY's system and include an indexing and retrieval system for processing correspondence, project documents, and contract documents, until contract closeout and transfer of such items to the AUTHORITY. Data entry will be performed primarily at the field offices, except for those documents originating from or received at the Project Office. The RE offices shall log, track, and process Contractor's submittals for engineering review. Logging and tracking will be by a standard system utilized by the entire CM organization that is consistent with existing AUTHORITY modules. Document files will be organized in accordance with the AUTHORITY file coding structures.

Other activities shall include document closeout at contract completion, maintenance of a technical library in accordance with the AUTHORITY's existing system, and procedure/manual distribution and control. This function shall be performed in accordance with applicable AUTHORITY policies and procedures.

The CM shall, using optical imaging equipment consistent with the AUTHORITY's Records Management Center and Project staff direction, electronically scan and

index all project record documents and Contractor correspondence. The CM shall provide record quality electronic images of pertinent field records as part of contract close-out.

4. Information System Support

The CM shall provide a Local Area Network (LAN), which shall be compatible with and acceptable to the AUTHORITY, for connection to the AUTHORITY's Wide Area Network (WAN).

5. Contracts and Procurement

The CM shall provide a staff to perform all purchasing and subcontracting necessary to support all CM activities. CM's contracting procedures will comply with AUTHORITY's contracting procedures. CM will also provide staff to assist in the oversight of the CM's subcontracts.

- a. CM will provide for administration of this contract with the AUTHORITY.
- b. CM will provide for administration of its CM subcontracts.
- c. CM will provide for administration of all AUTHORITY Construction contracts as assigned under this contract.
- d. CM will provide cost estimating support for the CM's Scope of Work

The AUTHORITY will provide the CM with a set of its Contract Management Procedures that will be used to manage this Contract. The CM will review and comply with the AUTHORITY's procedures.

6. Construction Safety

The CM shall be required to be fully familiar with the AUTHORITY's Safety Program and local, state and federal safety laws and will coordinate all construction activities for full compliance with these laws and the AUTHORITY's Safety Program. The CM shall recognize that construction safety is the ultimate responsibility of every individual at all contract levels working on this Project. The CM shall participate in monthly project-wide management safety meetings conducted by the AUTHORITY. The AUTHORITY will be responsible for managing the safety program as outlined in Section V, AUTHORITY RESPONSIBILITIES. The CM is expected to provide support, input and recommendations regarding safety and the AUTHORITY's Safety Program to the AUTHORITY's Director of Safety or designee. The CM shall assist the AUTHORITY, as directed in the implementation of the Project safety program.

7. Security

The CM shall be required to be fully familiar with the AUTHORITY's security program and coordinate all construction activities in compliance with the AUTHORITY's Security Program. The AUTHORITY will oversee and coordinate the security program with the CM. The AUTHORITY's responsibilities are outlined in Section V, AUTHORITY RESPONSIBILITIES.

8. Construction Services

The CM will not share any responsibilities with the incumbent CM in the provision of the necessary staff and management oversight required to support the field offices in performing the duties as defined herein. The areas listed below will be administered as follows:

- a. **Geotechnical Services** - The CM and the incumbent CM will each provide and maintain geotechnical teams for their respective contracts. The teams' results will be coordinated with the EMC.
- b. **Real Estate Tracking Services** - The AUTHORITY will be responsible for tracking and overseeing all aspects of the AUTHORITY's real estate program. The CM shall provide assistance as required by the AUTHORITY's Director of Real Estate Services.
- c. **Third Party Coordination** - The CM and incumbent CM shall each provide staffing to support the AUTHORITY's Manager of Third Party Coordination.
- d. **Surveying Services** - The CM and the incumbent CM will each provide and maintain surveying teams for their respective contracts. The teams' results will be coordinated with the AUTHORITY's Deputy Project Manager for Construction and the incumbent CM. Each CM is responsible for his/her respective portions of the work and will be required to coordinate with each other and the AUTHORITY will audit the process.
- e. **Engineering Support Services** - The CM and incumbent CM shall each coordinate design services support with the EMC for their respective contracts.
- f. **Quality Services** - All quality activities identified in Section 11.0, Quality Program Management herein shall be managed by the CM and incumbent CM through a Quality Manager for their respective contracts.
- g. **Environmental Support Services** - The CM and the incumbent CM shall provide any staffing required and work directly with the AUTHORITY's Environmental Services and Environmental Compliance Departments on their respective contracts.

The AUTHORITY's Third Party Insurance Administrator will inform the CM of all insurance claims relative to the work and all deductible amounts assessed against the Contractor(s) progress payments. The CM shall notify the Contractor of the Contractor's obligations relative to the claim deductibles and shall maintain a record of these obligations. The CM shall report on and recommend on a quarterly basis to the AUTHORITY that an amount equal to these assessments be withheld from progress/retention payments or that these amounts withheld be released when obligations are met.

9. Electronic Data System and Support

The CM shall provide the MRLNH area Project Office and field office staff with computers, printers, and software to support their operations in accordance with the AUTHORITY's standards. Local area networks (LANS) will be established in each field office/site and extended as necessary in the Project Office. Spare parts and equipment will be maintained to maximize availability of computer and network services.

CM field sites shall be linked to each other and the Project Office, with access to the Project-wide-area network (WAN) maintained by the AUTHORITY. The CM will establish WAN access, using up-to-date technologies compatible with the WAN, as prescribed by the AUTHORITY.

The CM shall provide personnel qualified in the use of their computers, and new versions of standard software and any AUTHORITY provided software. CM specific applications will be produced in-house, whenever required, using standard development tools. Any software developed during the course of this project shall, at the discretion of the AUTHORITY, become the property of the AUTHORITY.

10. Public/Community Relations Support

The CM shall provide assistance to the AUTHORITY on an as-needed basis in coordinating and performing public affairs activities. The CM will coordinate any public relations and public affairs activities with the AUTHORITY's Director of External Affairs or designee.

11. Environmental Support

The CM shall provide an Environmental Coordinator experienced in environmental regulatory requirements in conjunction with construction activities. The CM is responsible for minimizing delay to the construction program by foreseeing all reasonable environmental needs and requesting services as early as possible.

a. The Environmental Coordinator shall monitor all construction activity and shall report to the AUTHORITY's Environmental Services Department on the status of all issues related to:

- (1) Site Remediation;
- (2) Compliance with federal, state and local environmental regulatory agency requirements regarding hazardous waste and water quality issues;
- (3) Permit Management;
- (4) SEIS/SEIR defined construction impact mitigations which the AUTHORITY has agreed to implement, pertaining to the disposal of hazardous materials (including transportation, haul routes, and disposal sites)

- (5) General Contract Specifications and Special Environmental Conditions;
 - (6) Constructibility Review Related Environmental Issues, including the handling of hazardous materials, such as contaminated soils and water.
- b. The Environmental Coordinator shall monitor all construction activity and shall report to the AUTHORITY's Environmental Compliance Department on the status of all issues related to:
- (1) Compliance with federal, state and local environmental regulatory agency requirements regarding environmental-impact related issues;
 - (a) Construction circulation impacts
 - (b) Community impacts
 - (c) Business disruption impacts
 - (d) Construction air quality impacts (including dust impacts)
 - (e) Energy impacts of construction
 - (f) Geology and hydrology impacts
 - (g) Maintenance of traffic
 - (2) General Contract Specifications and Special Environmental Conditions;
 - (3) Coordinate Constructibility review related environmental issues, including methods to ensure compliance with AUTHORITY commitments to environmental mitigations as defined in the projects SEIS/SEIR and other applicable Federal and State environmental documents and permits, and incorporate into the construction contract specifications.
 - (4) Coordinate methods to ensure compliance with AUTHORITY commitments to environmental mitigations as defined in SEIS/SEIR and other applicable Federal and State environmental documents and permits, and incorporate into the construction contract specifications.
- c. The Environmental Coordinator shall be responsible for monitoring the construction process in order to identify needed environmental services not provided by either the construction contractor or the CM. The Environmental Coordinator shall direct all requests for out-of-scope environmental services regarding hazardous waste and waste quality issues to the AUTHORITY's Environmental Services Department assigned staff, and all requests for out-of-scope environmental services regarding compliance with mitigation measures to the AUTHORITY's Environmental Compliance Department which will in turn provide a specialty environmental contractor to perform the required work as needed.
- d. The Environmental Coordinator shall also provide continuous updates of activity under work ordered by the AUTHORITY's Environmental Services Department and be available for coordination and information

dissemination during active construction periods. Detailed information on the status of quantities shall be required on a monthly basis including, but not limited to, the total excavations of contaminated soil excavated per construction activity; location of TBMs; descriptions of excavated contaminated areas by vertical and horizontal extent; quantities and locations of extracted groundwater, waste-water and groundwater discharge amounts, times and locations.

- e. The CM is responsible for ensuring the contractor's compliance with mitigation measures which were included in the project's CEQA/NEPA environmental document and transferred into the construction contract specifications of the construction contractor. The CM shall contact the AUTHORITY's Environmental Compliance Department immediately if it is determined that the contractor's activities are not in compliance with the mitigation measures, included in the construction contract specifications, and the CM shall ensure that the contractor re-establishes compliance. The CM shall document its mitigation monitoring activities and provide its record of such activities to the AUTHORITY or its designated environmental consultant for the preparation of the AUTHORITY's quarterly Mitigation Measure Status Reports (MMSRs). The CM shall be prepared to participate in the AUTHORITY's auditing of mitigation measure compliance and assist with the MMSRs through providing timely and complete information regarding construction activities and compliance with mitigation measures in the construction contracts specifications.

C. CONSTRUCTION SUPPORT RESIDENT ENGINEER (FIELD OFFICES)

The CM shall provide staff in direct support of the field operations for the purpose of providing technical expertise required by the REs. The support staff will possess expertise in the fields of tunnel construction, urban rail construction, the construction of heavy civil works, scheduling, estimating, cost engineering, change analysis, claims, and contract administration. The CM shall provide office staff for preparing and maintaining the forecast for Project costs for those contracts under its supervision. Duties and responsibilities with regard to forecasting are similar to those described for the field cost engineering staff.

The CM shall collect and retain records of all manifests, both non-hazardous and hazardous, that are utilized for project work and shall retain records of the quantities of all contaminated or hazardous substances transported from project areas. This information shall be given to the AUTHORITY's Environmental Services Department on request.

In support of the CM's field operations and in accordance with AUTHORITY procedures and guidelines, the EMC will provide design expertise and technical engineering services, including responding to RFIs, review of shop and working drawings, and engineering coordination. All requests for these services shall be coordinated with the AUTHORITY's Deputy Project Manager for Construction.

D. RESIDENT ENGINEERING

The CM shall provide qualified REs and on-site support staff for the management and monitoring of the Contractor activities consistent with the requirements of Section IV-B-1 and performing quality control inspections consistent with the requirements detailed in Section IV-B-12 herein.

Each RE shall be provided both assigned resources and resources which are shared with the CM's project office and will have the technical expertise available so that they can perform the RE function, including office engineering, cost engineering, scheduling, estimating, change analysis, contract administration, third party coordination, environmental coordination, safety and quality control. Identification of funding sources for all changes will be done at the RE level. Each RE office will also be equipped with the necessary administrative support so that each office has the capability of meeting the CM's responsibilities and reporting requirements for each contract.

IV. CONSTRUCTION MANAGEMENT SERVICES

The MRLNH Project will be managed in accordance with the Project Management Plan (PMP), developed by the AUTHORITY. The PMP defines the policies, authorities, and responsibilities for administration of the Project. The PMP shall be developed in accordance with existing AUTHORITY policies and procedures. Any questions or conflicts regarding construction management procedures shall be governed by the PMP.

The specific services to be performed by the CM under the PMP are as follows:

A. PRE-CONSTRUCTION SERVICES

It should be noted that the majority of the design on the MRLNH has now been completed. However, there are still a number of contracts under design for which these services shall be required.

1. Constructibility Analysis

The CM as required by the AUTHORITY shall provide construction advice to the designer from planning through final-bid document preparation. The CM shall conduct Constructibility analysis at the preliminary engineering stage, in-progress stage, prefinal stage, and final stage. In the case of contracts now underway, the CM shall undertake the level of Constructibility analysis required to assure the CM and the AUTHORITY that CM Constructibility questions apparent to the CM have in fact, been satisfactorily resolved. The analysis shall result in a basic construction plan review for the Project and shall evaluate methods of construction and packaging for cost effectiveness, and risk sharing.

The reviews shall include analysis of completeness of construction drawings and technical specifications, construction staging, construction methods, contract packaging, scope of work, interface definition, specification clarity, and the package completeness, including review of the general conditions, special provisions, potential for DBE participation, invitations to bid, and technical specifications. Analysis will include evaluation of the reasonableness of required construction techniques, assess alternative methods and equipment; and review description of easements and adequacy of Contractor storage and staging areas.

The Environmental Coordinator shall coordinate with the AUTHORITY's Environmental Services Department and Environmental Compliance Department to provide a Constructibility analysis of the environmental-related contract specifications from the earliest stages of planning through final bid document preparation. Constructibility analysis shall be performed utilizing a checklist that has incorporated the lessons learned from previous projects and those from other agencies. The checklist shall include but is not limited to strategic planning to

incorporate least cost measures wherever possible to minimize the cost of appropriately handling contaminated and hazardous materials.

The CM shall provide the results of the reviews for projects under either design or construction to the AUTHORITY and participate in review meetings where the resolution of comments (including comments related to tunneling equipment) will be discussed with the design consultants, resolved and incorporated, as appropriate, into the construction documents.

2. Special Provisions

The CM, working with appropriate AUTHORITY and EMC personnel, shall provide input to the Special Provisions and/or coordinate the following:

- a. Specialty Items
- b. Appendix A -- Completion of Work
- c. Appendix A -- Liquidated Damages for Milestones
- d. Appendix A -- Site Access Dates and Interim Milestones
- e. Special Construction Activities

3. Review of Bid and Contract Documents

The CM shall review the contract documents (including special provisions) and bid documents for each construction contract to ascertain that they provide specific coverage and consistency with the work scope and tasks. The CM shall review and provide input to the special provisions relating to time of completion, milestone dates, liquidated damages and special construction activities.

4. Construction Schedule

The CM shall be responsible for maintaining, analyzing, and reporting of the existing MRLNH Project Master Schedule while managing the portion of the Project Schedule related to the contracts under the CM's supervision. The incumbent CM will be responsible for managing that portion of the Project Schedule relating to the contracts under its supervision but shall report all Project Schedule information to the CM for incorporation into the MRLNH Project Master Schedule.

The construction schedule will be based upon an analysis of production rates, sequence of construction, compatibility between the contracts, and interfaces with subsequent facility, systemwide contracts and other construction activity such as utility companies, environmental Contractors and vehicle Contractors. The CM shall provide the staff necessary to comprehensively plan, review, measure, assess and report monthly progress of contracts, systems and the Project as a whole. The CM shall perform regular analysis of the entire MRLNH Project schedule and cost performance for improvement and or remediation of established goals.

5. Project Procedures/Manuals

The CM will use AUTHORITY approved manuals and procedures for this Project. The AUTHORITY previously developed manuals and procedures, such as the Resident Engineer, Safety, Quality and Project Controls, manuals will be provided to the CM for applications and guides to preparation of CM project-specific manuals, policies and procedures. A number of these documents are identified in the various sections of this Scope of Work. The AUTHORITY provided manuals, policies and procedures may be adopted by the CM or revised by the CM if the CM determines changes are needed to effectively carry out the CM's contractual responsibilities and/or to improve project execution. All changes will be submitted to the AUTHORITY for approval. Any additional policies, procedures or manuals the CM selects to implement for this Project must first be approved by the AUTHORITY.

The CM's manuals, policies and procedures shall be consistent with the AUTHORITY's policies and procedures and submitted to the AUTHORITY for review and acceptance. The CM shall provide updates to the manuals as required to comply with changes to AUTHORITY policy, procedures and updates to automated information systems and to ensure compliance with governing federal, state, local and AUTHORITY requirements.

6. Pre-Construction Surveys

The CM shall assist with performance and coordination of the Pre-Construction Survey activities conducted by the AUTHORITY's pre-construction survey consultant or insurance program consultant and the AUTHORITY.

7. Contractor Bid Activities

The CM shall participate in all pre-bid and pre-construction meetings, including site visits.

8. Evaluation of Contractor Packages

The CM shall provide Constructibility analyses, as required, on AUTHORITY Contract packages.

9. Geotechnical Services

The CM and the incumbent CM will each be responsible for providing Geotechnical services for their assigned construction contracts. Each CM shall advise and assist in the review of subsurface investigative reports/data to verify that the designer has provided accurate information to support the construction activities on their respective contracts.

B. CONSTRUCTION AND PROCUREMENT MANAGEMENT SERVICES

1. Resident Engineering

The CM shall provide qualified, on-site supervisory staff for management of those construction and procurement contracts being assigned under this Contract. The

REs will be experienced in the type of construction required for transit facilities, be versed in the AUTHORITY's General Conditions and Special Provisions, have experience in the administration of construction contracts and in the day-to-day management of RE staff. REs shall have training in construction safety practices, including but not limited to, injury prevention and emergency first aid. REs will be responsible for on-site construction management activities and will be the primary point of contact with the Contractor during the construction phase. An RE shall be assigned to each Contract for the duration of the Contract, including the completion of all close-out activities. The RE shall have clear reporting lines within the CM's organization.

RE and staff responsibilities include, but are not limited to, the following:

- a. Recommend to the AUTHORITY's Safety Department construction techniques and changes where necessary to enhance job safety.
- b. Coordinate all construction activities. Particular attention shall be directed to coordinating Contractor interface requirements.
- c. Monitor Contractor progress against the approved Project Master Schedule and obtain, as needed, work-around schedules from the Contractor to correct progress delays.
- d. Maintain an accurate construction forecast and a contingency forecast with required supporting back-up.
- e. Work with Contractor to develop and implement actions to mitigate delays.
- f. Recommend "off hour" construction when required.
- g. Recommend construction techniques to expedite the Project.
- h. Document, verify, and report monthly on field progress of Contractors to AUTHORITY's Project Manager through the accepted CM organization.
- i. Review, for compliance with submittal requirements and process in a timely manner submittals from Contractors to the engineering consultant, and verify all open issues are addressed and forward accepted submittals to Contractors following review by the Engineer.
- j. Assist the AUTHORITY's Public Affairs Department to respond to community-related complaints and coordinate reduction of construction effects (e.g., street closures, parking, noise, visibility and other effects to neighborhoods), which may have been specifically described as mitigation measures in the projects CEQA/NEPA environmental document, or may be standard construction practice.
- k. Monitor construction contracts for compliance with environmental requirements, and report results monthly to AUTHORITY's Environmental Services Department through the CM's Environmental Coordinator.

- l. Coordinate survey work performed by CM surveyors/surveying or other CM survey consultants for the Project with the AUTHORITY's Deputy Project Manager for Construction and any interface with the incumbent CM.
- m. Coordinate utility work for the Project with AUTHORITY's Third Party Department and provide a monthly status report.
- n. Coordinate movement of AUTHORITY supplied equipment and material to job sites and delivery and receipt of spare parts and equipment.
- o. Coordinate responses to inquiries from contractor regarding contract document interpretation with AUTHORITY's Contract Administrators.
- p. Coordinate all responses to contractor's Requests For Information (RFIs).
- q. Analyze Contractor claim requests and provide basis for recommendation to resolve claim.
- r. Process Change Notices (CNs) and funding source's identification for Project Control Department.
- s. Process contract Change Orders (CO) including assisting Contract Administrator in preparation of Board agenda items
- t. Process contractor progress payment requests and recommend or reject.
- u. Coordinate with AUTHORITY's Change Control Department, the administration of the AUTHORITY's Change Control System. Assist in development of recommendations to the Contract Administrator and Project Manager for mitigation of disputed CN/WACN.
- v. Provide staff to assist AUTHORITY in presentation of information to support AUTHORITY's position regarding disputed claims before any DRB or other dispute resolution process.
- w. Provide support to the AUTHORITY in the event litigation arises from a disputed claim.
- x. Maintain Contractor deficiency lists and enforce corrective actions as required.
- y. Cooperate with the AUTHORITY's Contract Compliance staff in the administration of DBE requirements.
- z. Support the AUTHORITY in enforcing contract warranty provisions.
- aa. Surveillance of Contractor activities through all program phases to verify quality control performance in accordance with contract requirements.
- bb. In coordination with the CM QC Manager, supervise the performance of field QC inspections to verify attainment of the specified level of quality.

- cc. Support a highly visible safety program as described in the Construction Safety Manual, through liaison with assigned AUTHORITY Safety staff in conjunction with the AUTHORITY's Department of Construction Safety.
- dd. Implement a specification conformance checklist and maintain a safety certification record-keeping system.
- ee. Support the AUTHORITY in their performing verification of reliability requirements set forth in systems specifications.
- ff. Verify that the required maintenance of AUTHORITY and Contractor supplied equipment is performed during storage and installation prior to acceptance.
- gg. Receive, review and recommend for acceptance all EMC reviewed operations and maintenance manuals prepared and submitted by Contractors and/or suppliers.
- hh. Ensure that operational and start-up tests of equipment are performed by the Contractor to verify the proper operation, functioning of individual equipment, and compatibility of related systems as required by the AUTHORITY.
- ii. Provide support for training of operations personnel.
- jj. Verify that Contractors obtain all required permits, licenses, certificates, bond amendments and insurance.
- kk. Verify that as-built drawings are maintained by Contractor on a current basis in accordance with contract requirements.
- ll. Assist the AUTHORITY's Environmental Services Department and Environmental Compliance Department in regulatory compliance, including but not limited to environmentally related permitting.

2. **Contract Management**

The CM shall provide contract management expertise to support the REs in the areas of contract administration, including but not limited to, change/claims notification, negotiations, preparing change and claims documents, and assistance with contract interpretation, enforcement, warranty administration and contract closeout.

a. **Change Process**

The CM shall provide technical analysis and review of all required changes submitted by the contractor. The CM shall provide the staff to support the activities associated with the changes to the Contractor's work (Request for Change, Change Notices, Work Authorization Change Notice, Change Orders, etc.). This support function shall utilize the AUTHORITY's Standard Change Control System (CCS) to conform to a program wide changes accounting system to provide support for the administration and management of the Change Control Process. The CM shall provide the

necessary changes and claims expertise to advise and assist the RE's throughout the duration of the project. The CM shall review each completed CO documentation package to ensure that it complies with local, state and FTA requirements. The CM shall certify in writing that it has reviewed all relevant and related information regarding the particular Change Order and agrees that it is accurate, complete and ready to be processed by the AUTHORITY.

The CM shall notify the AUTHORITY of any actual or potential changes in the work. This notification shall include evaluation of the impact of the changes on the contract, project cost, and schedule. Consistent with delegated authority, CM shall review and evaluate requests for change and negotiate the changes through resolution, prepare change order documentation, including fair cost estimates and schedule analysis, and submit them to the AUTHORITY for appropriate approval.

b. Value Engineering

The CM shall participate with the AUTHORITY and EMC in the evaluation of Value Engineering Change Proposals (VECPs) in accordance with the AUTHORITY value engineering procedure and, if approved, will prepare a Change Order for the AUTHORITY's review and approval.

The CM shall recommend adjustments to the Work to accommodate changed conditions and anticipated interface conflicts. When a change is identified, the CM shall make recommendations as may be necessary to define the most desirable scope of the change, and submit these to the EMC and the AUTHORITY for disposition. Design changes will be made by the EMC, as approved by the AUTHORITY. The CM shall furnish information and data to the EMC regarding the status of the ongoing construction work and its effect upon the proposed Value Engineering change.

c. Claim Process

The CM shall be responsible for taking appropriate and specific actions in order to mitigate the development of claims. The timeliness and content of the Contractor Notice of Intent to Claim, the submittal of claims, and the response to same by the CM shall be strictly enforced in the resolution of all claims to ensure prompt resolution in accordance with the contract general conditions.

The CM shall provide technical analysis and review of all requested claims submitted by the Contractor and will log and track all claims. The CM shall attempt to resolve these issues through negotiation. Whenever the Contractor submits a claim and when changes cannot be resolved in the field, the CM will be responsible for pursuing the claim through to resolution in accordance with the terms and conditions of the construction contract. The CM shall provide analysis, recommendations regarding negotiating positions, and documentation; pursue negotiations; and coordinate with the AUTHORITY to the extent required by the construction contract for the CM or the AUTHORITY to make its decision on a claim as detailed below. Assistance may be sought from an outside

consultant approved by the AUTHORITY. The CM shall notify the AUTHORITY of all negotiation sessions and provide record of negotiation to the AUTHORITY.

The CM shall provide support to the AUTHORITY for all disputes review boards and other sources of disputes resolution. This will include claim review analysis, research, presentation, preparation and follow-up.

The CM shall provide Monthly Status Reports to AUTHORITY on all claims the CM is analyzing and/or negotiating. Claim status data will be maintained using the claims module of the CCS system.

(1) Claims \$50,000 (fifty thousand dollars) and less:
The CM through the RE, shall have the primary responsibility for resolution of claims valued at less than fifty thousand dollars (\$50,000) and shall respond within 60 days after receipt of the claim. The CM shall immediately provide all documentation in support of the claim to the AUTHORITY.

(2) Claims over fifty thousand dollars (\$50,000) but under two-hundred thousand dollars (\$200,000):

The CM shall notify the AUTHORITY within a reasonable time not to exceed seven (7) days and submit the claim in writing to the AUTHORITY within seven (7) days of receipt of the claim with a recommendation, with supporting documentation, for determination and potential resolution. The AUTHORITY shall respond within 60 days after receipt of the claim.

(3) Claims Over two hundred thousand dollars (\$200,000):

The Contractor shall submit claims in writing to the CM who shall immediately transmit it to the AUTHORITY Claims Review Board (CRB) for resolution. The CRB shall respond within 60 days after receipt of the claims. The CM shall immediately provide any documentation that may be required to resolve the claim.

d. Backcharges

The CM shall have responsibility for the identification and documentation of backcharges between the AUTHORITY and its contractors.

The CM shall assess all changes to the construction contract for backcharging the associated contracts and issue, as applicable, notice of backcharge work documents to the responsible Contractor for resolution of performance prior to the start of such work. Upon completion of the work, the responsible Contractor will be charged with the cost of performing such work. Recoveries shall be processed quarterly. Logs and records of all such issues shall be maintained, reported monthly, and transferred to the AUTHORITY at the end of the contract.

e. Contract Interpretation

Coordinate responses to inquiries from contractor regarding contract document interpretation with AUTHORITY's Contract Administrators.

f. Enforcement Actions

The CM shall be responsible for determining when enforcement activities should be initiated on a contract and for recommending such action to the AUTHORITY. Such activities include, but not limited to:

- (1) Assessing liquidated damages
- (2) Initiating withholding on progress payments
- (3) Initiating contract termination for default
- (4) Issuing unilateral deductive change orders
- (5) Maintaining ten percent (10%) retainage beyond fifty percent (50%) completion
- (6) Directing correction of all construction related deficiencies, including but not limited to non-compliance issues, safety, etc.

g. Close-out

On completion of each contract, the CM shall perform a contract closeout which controls the physical and contractual completion of the contract, including the orderly transfer of key records and documents; the final inspection, testing, and release of the facility or system for occupancy or operation; the resolution of outstanding contractual issues, changes or claims; final payment processing; and the transfer of as-built contract specifications and drawings as well as field records for centralized storage and protection. The CM shall commence development of the close-out packages for each contract at the start of construction and maintain the packages as the work progresses.

The CM shall receive, check for accuracy and submit to the AUTHORITY all releases of subcontractor stop notices and claims. The CM shall prepare a contract "closeout" package in accordance to with AUTHORITY requirements and submit said package to the AUTHORITY within three (3) months of physical completion (or when the Project is substantially complete) of the contract work.

The CM shall develop procedures for prefinal and final inspection, certification, warranty and guarantee collection, and review manuals, samples, and record drawing submittals; Contractor's settlement of outstanding stop notices; and final payment request processing. The close-out procedures shall be consistent with, and properly interface with, the AUTHORITY established close-out process. The CM shall recommend to the AUTHORITY release of retention funds.

The CM shall supervise the collection, review, and turnover of Contractor's project records. Assemble, catalogue, and deliver to the AUTHORITY the Contractor's and CM's field office records pertaining to each construction contract.

h. Warranty Administration

The CM shall collect, review and turnover manufacturers', suppliers' and vendors' warranties to the AUTHORITY. The CM shall monitor each contract so as to provide the AUTHORITY with the full contractually required warranty and guarantee protection.

3. Schedule

The CM shall review the Contractor's detailed construction schedule for reasonableness and compliance with contract requirements. The CM will review monthly, the contractors progress and shall update the Project Master schedule in accordance with current information.

CM shall be responsible to verify that the construction contracts are in compliance with the AUTHORITY's construction cost/scheduling specified requirements. This includes the compliance with the requirements for the preliminary schedule (including predecessor/successor relationships), the contract baseline schedule, the monthly update schedules and recovery schedules.

Upon acceptance of the Contractor's detailed construction schedule, the CM shall update the current summary level network schedule, showing the critical path of the scheduled contract activities, along with the appropriate detail cost and manpower information.

Scheduling responsibility will include maintenance and presentation of the AUTHORITY's Levels 0, 1, and 2 schedules and review and analysis of the Contractors' cost-loaded schedules for payment purposes.

Project Control Engineer (PCE) will also assist the REs in the development of any accelerated work schedule and Contractor's work around schedule including related cost analysis.

4. Estimating

The CM shall be responsible for providing the necessary cost estimates to support contract change negotiations. The CM shall also provide the necessary resources to accomplish analysis of cost proposals, as a result of proposed changes. The CM shall utilize a current database of equipment cost and labor rates for all construction disciplines being used on the project. The CM estimating function shall directly support the requirements of the RE office and the change control function of the CM and the AUTHORITY.

The estimating function shall include the following scope of work:

- a. Quantify and Define Scope of Change Notices**
- b. Perform Quantity Take Off of Materials**

- c. Establish Basis of Payment (Bid Unit, Lump Sum, Extra)
- d. Furnish Rough Orders of Magnitude and Fair Cost Estimates for Changes and supporting documentation
- e. Analyze Contractor's Cost Proposal and participate in cost proposal negotiations

5. Reports

The CM shall have overall responsibility for MRLNH Schedule, Cost and contract status reports.

The CM shall prepare monthly Project Managers Status Report (PMSR) with supporting cost and schedule reports, and each shall include detailed information on each construction contract, completed activities, problems encountered with recommended action, status of items reported previously, and plans for succeeding months. The development of this information must be coordinated with the AUTHORITY and the AUTHORITY's other consultants. The CM shall also be responsible for the coordination, development, forecasting, and reporting of cost information for the non-construction cost elements included in these reports. The reports will be prepared in a format prescribed and acceptable to the AUTHORITY and they will be maintained and produced using the AUTHORITY's Cost Management System (CMS).

The CM shall be responsible for coordination and preparation of the FTA Quarterly Supplemental Report for construction under its supervision and production of the Construction Performance Report on a quarterly basis. The Construction Performance Report will identify costs incurred against forecasts on a monthly basis. On a quarterly basis, the report will be expanded to provide an executive summary narrative, which addresses variance analysis, corrective measures, forecast basis, appropriate tables and charts, and any other pertinent information for management dissemination.

The CM shall also provide monthly reports on CM expenditures and services and monthly cost and schedule briefings in the format approved by the AUTHORITY (See reports listed in the Construction Support Section III c). These briefings shall be presented to the AUTHORITY project management and shall include identification of specific problem areas and recommended action or disposition.

6. Document Control

The CM shall implement and maintain the MTA's electronically based document control procedure meeting the AUTHORITY's performance criteria, which facilitates the logging and management of all documents related to the administration of the construction contracts. Documents shall include drawings, specifications, correspondence, submittals, and other documents associated with the management of the contract.

7. Cost Engineering (Field)

The CM shall provide staff in the field to perform project control functions to manage the budget and forecast for construction contracts under this contract. PCE staff assigned to the field will be responsible for developing and maintaining the forecast for all construction contracts, documenting all trends; developing prudent risk factors for each contract; interfacing with the REs on a daily basis to verify that all pertinent information impacting costs is obtained; analyzing and processing monthly payment information in a timely fashion; maintaining the computerized payment system; reviewing and analyzing change documentation; analyzing variances; preparing and publishing all cost engineering monthly charts, and working in concert with the assigned scheduler to provide construction management, the RE, and the AUTHORITY with timely and accurate information.

This process involves the maintenance of data and the generation of reports using the AUTHORITY's Cost Management System (CMS). The cost engineer shall be responsible for maintaining the interface between CMS, the Change Control System (CCS), and Primavera, so that all cost data is maintained according to assigned Project, Fund, and MAC codes for proper roll-up into corresponding payment estimates and forecast information. The PCE will also verify that all CMS data is properly loaded for inclusion in the Reports module.

8. Progress Payments

The CM shall review and certify monthly invoices submitted by the Contractors to verify accuracy and compliance with all applicable terms and conditions of the contract and to recommend payment by the AUTHORITY.

The CM shall monitor stop notice actions, subcontractor lien releases, and lien waivers, as required, and shall inform the AUTHORITY of all such related actions, including recommendations for adjustments to the Contractor's progress/retention payments. The CM shall support all requirements to segregate, monitor, invoice and report monthly on costs for services under this contract funded by other sources outside of MRLNH.

The CM shall recommend to the AUTHORITY the institution of any partial or complete default actions against Contractors; assist the AUTHORITY in determining payment amounts due under default settlements, and prepare budget estimates for completion of the work.

9. Submittals

The CM shall be responsible for managing Contractor submittals, for coordinating the review of submittals with the EMC and the AUTHORITY as required, and for tracking the acceptance process of submittals within the time frame specified in the contract documents. The CM shall log the submittal and monitor submittal status, using the AUTHORITY submittal tracking systems. Contractor submittals shall be turned over to the AUTHORITY at contract closeout as part of the Project record. Included in this task is the tracking of all systems Contract Data Requirement List (CDRL) items and subsequent notification of the Contractor of any submittal deficiencies. Design intent interpretation or changes will be reviewed for acceptance by the EMC. The CM shall perform a review of technical

submittals, including EMC comments, prior to transmittal to the Contractor to determine if any further action is necessary by the CM.

- a. Technical submittals to be processed by the CM and reviewed by the EMC will include:
 - (1) Requests for Information (RFIs)
 - (2) Shop drawings (design implications regarding permanent installations/finish items).
 - (3) Working drawings (lift drawings, tunneling methods and operations, support of excavations, decking, formwork, underpinning, support, and restoration of structures, utilities support, concrete reinforcement, grouting, temporary ventilation, and other items as required).
 - (4) Electrical system and circuit diagrams.
 - (5) Test schedules, testing and manufacturing procedures.
 - (6) Samples and mock-ups.
 - (7) Operations and maintenance/training manuals.
 - (8) Programwide documentation (Hazard analysis).
 - (9) Test Reports.
 - (10) Other submittals, including electrical layouts, HVAC, and plumbing.
 - (11) As-builts for submittal to the EMC

- b. The CM shall be responsible for reviewing and accepting the following submittals:
 - (1) Review and Accepting Construction schedules.
 - (2) Review and Accepting Submittal schedules.
 - (3) Review and Accepting As-built contract drawings.
 - (4) Review and Accepting Contractors' ~~QA/QC~~ QA/QC programs and procedures as required.
 - (5) Review and Accepting Geotechnical instrumentation/monitoring.
 - (6) Review Traffic control, permits, utility coordination.

- c. Provide processing of safety related submittals as directed by the AUTHORITY.

- d. Environmental, hazardous wastes, pollution control or management, plans and procedures shall be reviewed and accepted for constructibility as applicable with the AUTHORITY's Environmental Services Department or Environmental Compliance Department. Issues or submittals regarding hazardous materials and water quality shall be coordinated with and submitted to the AUTHORITY's Environmental Services Department. Issues or submittals regarding noise, vibration, or air quality shall be coordinated with and submitted to the AUTHORITY's Environmental Compliance Department.

The CM shall review and monitor the Contractor's submittal schedule and shall advise the EMC and the AUTHORITY when commitments are not met and recommend corrective action or, where appropriate, a change in priority. The CM shall obtain from each Contractor a complete list of all critical material and equipment items, the name of each supplier, and the required and promised delivery dates for such items.

10. Conferences/Meetings

In the course of performing the work, the CM shall be responsible for attending or conducting various meetings and conferences, not limited to but including the following:

- a. Attend prebid conferences.
- b. Attend preconstruction conferences.
- c. Conduct initial construction conference.
- d. Conduct periodic project status meetings with the AUTHORITY.
- e. Conduct conferences with officials of the AUTHORITY, government agencies, or other persons.
- f. Conduct periodic job coordination meetings.
- g. Attend project safety meetings conducted by the AUTHORITY.
- h. Conduct periodic utility coordination meetings.
- i. Conduct periodic training applicable to project staff.

The CM shall keep detailed minutes of all meetings conducted. Discussions at job coordination meetings will include work progress, reviews of schedule, field, administrative, and project problems. The CM attendees at meetings shall include the RE and appropriate specialists but shall be limited to only those people necessary to assist in resolving issues. The CM shall maintain a log of active open items resulting from these meetings. Design and review items will be coordinated with design consultants.

11. Quality Program Management

The CM's Project Manager is ultimately responsible for the effectiveness of the CM's quality program to ensure construction conforms to design drawings and specifications. Interpretation of all quality related matters of design, procurement, construction, inspection and testing, shall be at the discretion of the AUTHORITY. The CM shall assign a full-time Quality Manager acceptable to the AUTHORITY with authority, over all work covered by this Contract. The Quality Manager shall be responsible for ensuring that CM quality program activities are accomplished in accordance with the AUTHORITY Quality Program requirements and the related AUTHORITY approved CM Quality Program Manual and supporting procedures. The CM's Quality Manager shall report directly to and coordinate daily activities of their quality staff with the CM Project Manager. The responsibilities of the Quality Manager include, but are not limited to, the following:

- a. Preparation and maintenance of the CM's quality program manual and procedures.
- b. Monitoring the CM quality related configuration management and documentation control activities for compliance with established procedures.
- c. CM point of contact for the AUTHORITY QA department and others on quality related matters.
- d. Assist the AUTHORITY Director of Quality Management in the resolution of quality program problems and concerns.
- e. Supervision of the AUTHORITY or CM provided Independent Material Testing laboratory activities in support of the CM quality program.
- f. Ensuring the review and acceptance of contractor and supplier submittals in accordance with established procedures.
- g. Participating in the review and acceptance of construction contractor submitted work plans and Quality Programs.
- h. Collection, analysis, and reporting data which provides input to the AUTHORITY's quality effectiveness evaluation in a manner and format acceptable to the AUTHORITY.
- i. Coordinating QC submittals reviewed by the AUTHORITY in accordance with the Contract Specifications.
- j. Keep the CM Project Manager and AUTHORITY Director of Quality Management advised of CM's quality program status and effectiveness.
- k. Maintain a staff of personnel for direct inspection and documentation of material certification, installation practices, measuring, testing, and all other related field activities to verify attainment of the level of quality specified.

- l. Maintain and support a staff of qualified inspectors to verify the compliance of all materials, equipment, and construction with contract requirements.**
- m. Schedule and coordinate the effective use of inspection resources in support of R.E. day-to-day inspector requirements.**
- n. Review the inspectors daily inspection reports for inspection coverage and quality concerns and initiate resolution to quality problems, as appropriate.**
- o. Document and track the resolution of non-conforming conditions identified during inspection.**

The CM Quality Manager shall be responsible for performing inspection for facilities contracts assigned under this contract, unless otherwise directed by Contract Documents or the AUTHORITY. The CM inspectors shall report to the CM, Quality Manager for overall inspection program management and receive day-to-day functional direction from the RE. Inspections shall be performed and documented in accordance with AUTHORITY accepted written procedures or instructions, by qualified inspectors who are certifiable in accordance with ICBO, NICET, ACI, AWS, or other nationally recognized standards acceptable to the AUTHORITY Director of Quality Management.

The CM inspectors shall monitor the Contractor's performance of all contractually required onsite and offsite testing of materials, components, and systems through test witnessing, and test documentation review, as appropriate for the specific item and nature of tests conducted.

The inspection process will be guided by Quality Control Inspection Instructions (QCIs) for all construction work activities. The QCIs will be prepared by the CM and submitted to the AUTHORITY for review and acceptance.

The CM shall provide recommendations on the frequency and method of test monitoring in order to optimize effectiveness.

Quality inspection tasks that shall be performed by the CM inspectors in coordination with the CM Quality Manager, include as a minimum, but are not limited to:

- a. Participate in the contractors' material receiving activities by inspection, surveillance, documentation review and sign-off .**
- b. Document the inspection and surveillance of Contractors to verify construction and installation work in progress is in accordance with contract requirements.**
- c. Review and sign-off of the required and completed inspection checklists and test results.**
- d. Inspection and surveillance of field sampling and testing of construction materials by Contractors' materials testing laboratory or other approved, qualified personnel.**

- e. Participation in inspection and test activities for specially furnished equipment and specially fabricated construction materials.
- f. Review and concur with as-built construction documents which are maintained, updated and periodically submitted by the Contractor as required under the contract documents.
- g. Document conditions which do not meet contract and/or reference document requirements, and perform verification activities to assure correction and prevention of recurrence.
- h. All other inspection related tasks as may be deemed necessary; at the direction of the AUTHORITY.
- i. As required by the AUTHORITY, the CM shall provide for independent testing of materials until such time as the AUTHORITY designates an independent laboratory.

12. System Safety and Assurance

The CM shall support the AUTHORITY's Systems Safety and Systems Assurance Programs required by the approved Project System Safety and Assurance Program Plans. This effort requires the timely distribution of Contractor safety/assurance submittals for review and acceptance and the monitoring of the submittal process to ensure effective closeout of comments and issues. The CM shall provide support to safety/assurance discipline tasks such as:

- a. Test program development and implementation
- b. Fire/Life Safety
- c. Hazard Resolution
- d. Review of Contractor submittals

The CM shall provide monthly status reports to the AUTHORITY for all systems safety and systems assurance related submittals.

13. Safety Certification

The CM shall support the AUTHORITY Safety Certification Program as required by the approved Project Safety Certification Plan. Support shall include the implementation of specification conformance checklists, developed by others, for each contract. Each RE shall prepare a list of project documents that verifies acceptance of the items identified in the Safety Certification Checklist. When work is completed, the RE shall develop the verification and maintain all such verifications in a separate file. The file index shall be in accordance with the Safety Certification Checklist item number. These verification documents shall be presented to the AUTHORITY at the conclusion of work and before contract closeout.

The CM shall provide monthly status reports to the AUTHORITY for each certifiable contract.

14. Environmental

The CM shall assist AUTHORITY in coordinating environmental issues where significant quantities of contaminated soils, contaminated groundwater, and soil gas chemical compounds (i.e., hydrogen sulfide and methane) may be present.

The AUTHORITY has secured the services of several general environmental consultants and waste handling consultants to provide services for the Project. These services are available to the CM in the event of an emergency, and when the CM determines that environmental engineering, waste handling or other environmental-impact related services are needed to support project construction activities. The AUTHORITY Project Manager will approve specific AUTHORITY Contract Work Orders for the work of these environmental consultants. The environmental consultants will be instructed in each Contract Work Order to coordinate directly with, and take instructions from, the CM in order to coordinate their activities in the performance of contracted and approved work.

The CM shall be responsible to coordinate with the AUTHORITY Consultants and Contractors regarding work progress, scheduling of contractors, and general performance of the environmental engineering and waste handling consultants that are working within the project area. The CM will maintain copies of pertinent scopes of work issued by the AUTHORITY in Contract Work Orders issued for environmental services on the Project. The CM shall assess the need for environmental engineering support, and waste handling support, and request the AUTHORITY to provide the required services. The CM shall promptly notify AUTHORITY Environmental Services Department staff or Environmental Compliance Department staff as applicable, of any recommended changes in environmental services scope, and of any work not performed in accordance with executed AUTHORITY Contract Work Orders.

15. Geotechnical Services

The CM will cooperate and coordinate with the incumbent CM in the implementation and administration of an instrumentation program to include the recording and analysis of all instrument readings on a periodic basis. The CM and the incumbent CM will each provide and maintain geotechnical teams for their respective contracts, these teams will report on a weekly or an as needed basis, to their respective CM's.

Geotechnical responsibilities will include but are not limited to:

- a. Review of Contractor's working drawing submittals as required on geotechnically related functions, such as instrumentation, grouting, and support of excavation.
- b. Monitoring geotechnical instrumentation installation.
- c. Geologic mapping of open excavations and tunnel headings. Mapping of Soft ground tunnel will be once per shift and mapping of rock tunnels will be once per day.

- d. **Monitoring (data acquisition) of all geotechnical instruments (excluding surveying) during construction of cut and cover stations and during tunnel excavation.**
- e. **Review of tunnel Contractors' proposals for drilling/surveying advance tunnel probe and for carrying out an abandoned oil well casing detection program.**
- f. **Reviewing of drilling program and reports submitted by geotechnical consultant.**
- g. **Implementation and coordination of different grouting requirements such as chemical and compaction grouting to be performed by contractors during the course of their work for tunnel and other contracts.**
- h. **Monitoring Interpretation and documentation of geotechnical data (includes building and ground settlement data collected by surveyors).**
- i. **Preparation of as-observed (at the completion of excavation) geological reports.**
- j. **Limited on site geotechnical consultation by a geotechnical principal or specialist as directed by the CM with concurrence of the AUTHORITY.**

16. Third Party Coordination

The CM shall assist the AUTHORITY's Third Party Coordinator in the development of schedules and progress records, at the direction of the Coordinator. Coordination of all utility work with utility companies and public agencies is the responsibility of the AUTHORITY Third Party Coordinator. CM Assistance may be requested on an as-needed basis.

The CM's REs shall coordinate construction work with local municipal authorities, other governmental agencies, utility companies, and others who may be involved in the Project. The RE shall not coordinate tasks directly assigned to the Contractors.

The CM shall verify the correctness of installation of utilities by AUTHORITY or Utility contractor by providing inspection services at the time of installation. AUTHORITY Third Party Coordinator shall be notified immediately of any problems encountered. Field measurement and recording of location information shall be performed by the CM to verify the accuracy of as-builts produced by Utility and other third party Contractors. CM shall insure that the Contractor provides updated working set of as-builts as work progresses. CM shall submit verified working set as-builts as work progresses. CM shall submit verified working set of as-builts to EMC for final drafting.

The CM shall assist the AUTHORITY by coordinating and scheduling utility work to be performed by others.

The CM shall assist the AUTHORITY, when requested, to negotiate with or seek approvals from governmental agencies that have jurisdiction for the work to be performed.

The CM shall assist the AUTHORITY in obtaining outside agency permits required for construction.

The CM shall coordinate and process all Contractor submittals related to Worksite traffic control plans with outside agencies.

17. **CM Community Relations**

The AUTHORITY'S External Affairs department will be the lead in all community relations activities and will coordinate programs to minimize and solve community-associated construction problems and inquiries.

At the request of External Affairs, the CM shall make provisions to accommodate AUTHORITY approved tours of the various project sites.

The CM staff will refer all media inquiries or requests for project related information to the AUTHORITY's External Affairs department.

Interaction with Elected Officials and Staff - The CM staff will refer all inquiries made by elected officials or their staff to the AUTHORITY's External Affairs department.

18. **Surveys**

The CM shall establish survey control monuments, as needed, basic linear controls; check the Contractor survey layouts and controls for line, grade, and dimension; conformance with the plans and specifications, and spot check Contractor's reference points and finished work.

The CM shall make arrangements to furnish and install all permanent monumentation required for track and other facilities.

The CM shall perform surveys for building and ground settlement monitoring and instrumentation.

The CM shall survey and monitor on a continuous basis the tunnel drive data and Contractor control points to ensure that the tunnels are driven in accordance with the Contract line and grade.

19. **Systems Portion of Facility Contracts**

The overall responsibility for testing and start up of the integrated systems will be with the incumbent CM.

The CM will assist the AUTHORITY OR AUTHORITY'S Consultants in coordinating the interface between Systems and Facility contracts to minimize installation problems and ensure the installation meets design criteria.

The incumbent CM will manage the Procurement, Installation and Testing of Systems contracts.

20. Testing and Start-Up of Systems Portions of Facilities Contracts

The CM will assist the AUTHORITY or AUTHORITY's Consultants in establishing and the functioning of a Rail Activation Group (RAG) which will coordinate testing and startup activities with construction activities.

The CM shall assist in the overall effort and coordination for proper integration of systems and facilities equipment through the actual performance of integrated tests.

The CM shall witness contractor performance in compliance with contract specifications, process control performance, design qualification/production tests and acceptance tests for construction contracts under this contract. The CM shall coordinate with other agencies, the contractor and AUTHORITY'S Operations Division staff through the AUTHORITY'S Start-Up Program Manager to enable contractors to perform acceptance testing at the Project Site.

In advance of the initiation of revenue service and consistent with the MRLNH schedule, the CM shall organize and manage turnover procedures for AUTHORITY occupancy and operation of facilities for construction contracts contained under this contract in cooperation with the AUTHORITY's Operations Division.

The CM shall support the AUTHORITY'S Rail Activation testing programs.

21. As-Built Drawings

The CM shall verify that the Contractor prepares and maintains on a current basis in accordance with contract requirements marked up red-lined prints of contract drawings showing as-built conditions, including temporary support of excavation left in place. The CM shall also verify that sepia as-built shop drawings showing actual conditions are prepared by Contractors on a timely basis. The CM shall verify that information including but is not limited to all shop drawings, catalog cuts, and diagrams prepared by Contractors or furnished to Contractors by suppliers and manufacturers to properly maintain the accepted facility, is furnished to the AUTHORITY .

The CM shall verify that upon completion of the Project all drawings and documents are a complete and correct representation of the system and facilities as installed.

The CM shall ensure that all contractors maintain as-built drawings in accordance with contract requirements and that as-built drawings are completed and submitted within contractual milestones.

22. Beneficial Occupancy, Substantial Completion & Final Acceptance

The CM shall recommend and record all Beneficial Occupancy, Substantial Completion, and Final Acceptance activities including, but not limited to the following, for construction contracts covered under this contract:

- a. Review and inspect work for completeness in accordance with the contract requirements;

- b. Coordinate with the AUTHORITY in managing Requests for Relief from Maintenance and Responsibility activities from contractors such as review, inspection, recommend acceptance or denial;
- c. Support Beneficial Occupancy activities such as notification of occupation, inspection of work before AUTHORITY takes possession;
- d. Support Substantial Completion activities such as inspection for completeness and provide the AUTHORITY with written reports of inspection results and;
- e. Support all Final Acceptance activities such as, but not limited to, maintaining all final inspection records and submittals from contractors including as-built drawings, operating and maintenance manuals, lien releases, warranties and guarantees, record of deficiencies noted during final inspection, and recommends final acceptance to the AUTHORITY.

V. AUTHORITY RESPONSIBILITIES

A. CONSTRUCTION SAFETY

The CM and its managers, employers, agents, officers, and subcontractors will recognize and acknowledge that Construction Safety is the ultimate responsibility of every individual, at all contract levels, working on this project. This includes craft employees and all levels of supervision. All supervisory personnel are responsible for the compliance of those they supervise with regard to the safety policies of the AUTHORITY and all applicable laws, standards, codes, rules, and regulations.

The AUTHORITY will provide a staff to implement and maintain a Project wide construction safety program in coordination with the AUTHORITY's insurance administrator and in accordance with the Construction Safety and Security Manual, all applicable safety laws, standards, codes, rules, regulations, and the AUTHORITY safety program. The AUTHORITY will supplement training and other safety related aspects of the Project. The AUTHORITY in conjunction with the CM are responsible for monitoring the performance of the Contractors' safety programs. The AUTHORITY will collaborate with the AUTHORITY's Environmental Services Department in the review and monitoring of safety related environmental issues and health and safety programs. This monitoring shall include safety statistics analysis; the analysis shall be comprised of OSHA 200 recordable cases, lost time cases, and lost work days. The AUTHORITY will also monitor Workman's Compensation loss runs. The AUTHORITY has provided a written plan for implementing the Project safety program (Construction Safety & Security Manual) which shall be reviewed and implemented by the CM and Contractors and their respective subcontractors. Failure of any contractor, subcontractor or their employees, to implement and follow the safety program requirements as well as local state and federal safety laws may result in their removal from the project.

1. The AUTHORITY will provide a staff to implement and administer a Projectwide construction safety program in accordance with the AUTHORITY's Construction Safety and Security Manual, federal, state, and local safety rules, regulations, standards, codes and laws. The AUTHORITY in conjunction with the CM will monitor the performance of the Contractor's safety program and direct the Contractor to correct unsafe work practices and conditions. The AUTHORITY's responsibilities will include, but not be limited to:

- a. Review/comment/prepare contract safety specifications.
 - b. Review/comment/and accept/reject Contractor safety plan.
 - c. Review/interview and accept/reject Contractor safety representative.
 - d. Act as liaison with outside agencies, such as Cal/OSHA, Fire Departments, Police and Sheriff Departments.
 - e. Conduct monthly construction safety audits.
 - f. Conduct monthly safety management meetings.
 - g. Conduct a monthly injury audit to ensure accuracy for the Safety Awareness Program.
2. The projectwide safety program to be implemented by the AUTHORITY will emphasize the following items in accordance with the responsibilities as stated in this document:
- a. Conduct on-site safety; audits, inspection, planning and administration.
 - b. Review, develop and implement an emergency action plan and reporting procedures consistent with the current procedures developed by Contractor.
 - c. Monitor that Contractors comply with the Construction Safety and Security Manual for the protection of the general public and, where necessary, stop work if the Contractor fails to meet required Safety Plan requirements.
 - d. Monitor that each Contractor takes precautions related to the protection of utilities.
 - e. Attend and participate in employee safety orientation and training in conjunction with the AUTHORITY's Construction Safety and Education Program.
 - f. Monitor and verify safe work place practices and standards.
 - g. Assist with injury investigation and monitor record keeping.
 - h. Review procedures monitoring for confined space entry procedures.
 - i. Collect, review and audit a monthly accident summary report.
 - j. Review and accept contractor's hazard communication program.

B. SECURITY

It is the Contractor's sole responsibility to provide protection for any property (including equipment and supplies) under the Contractor's care, custody, and control. The Contractor shall submit a written procedure and plans for acceptance with the submittal

of the safety program to the AUTHORITY through the RE's office. This security program/plan shall outline the site-specific methods of protection.

The AUTHORITY's Security Office shall review and accept written security plans from the Contractors, and identify measures for securing of the Contractors' construction sites. The security plans must address both active and passive site-specific security measures to be implemented by the Contractor and shall include but not be limited to the following:

1. Physical barriers, such as fencing and barricades.
2. On-site security guard service.
3. Lighting, including street lighting.
4. Alarm systems.
5. Law enforcement surveillance.
6. Inventory control and materials marking.
7. Community involvement.
8. Review/comment and accept/reject Contractor security emergency plans and the health and safety program as it relates to hazardous waste operations.
9. Identify and appoint a liaison with third parties, such as CalOSHA, fire departments, police/sheriff departments.
10. Conduct safety meetings/safety reviews during construction.
11. Conduct safety/security reviews during construction.

The AUTHORITY's Security Office will monitor the performance of the Contractors' security plans in coordination with the RE, CM or incumbent CM.

C. QUALITY PROGRAM MANAGEMENT

The AUTHORITY is responsible for managing the implementation and maintenance of a Quality Assurance program that satisfies the guidelines and requirements of the AUTHORITY's Quality Program Manual dated November, 1993, and all future revisions. The AUTHORITY is responsible for managing the implementation and maintenance of a Quality Assurance program that satisfies the guidelines and requirements of the AUTHORITY Quality Program Manual dated November, 1993, and all future revisions. This AUTHORITY Quality Assurance (QA) program is applicable to all program phases including but not limited to construction activities, equipment procurement and installation, systems acceptance and integration tests.

The AUTHORITY's QA program is based on the establishment of requirements appropriate to the Work, the implementation of plans/procedures which assure compliance and the evaluation of the effectiveness of requirements on a continuous basis through the performance of surveillance and periodic audits.

The CM, Contractors, subcontractors, and selected supplier operations will be subject to scheduled and unscheduled AUTHORITY Quality Assurance audit/surveillance. The CM shall be responsible to provide support to the AUTHORITY or designee during the performance of these activities to coordinate field interviews, document retrieval, coordinate with contractors, subcontractors, suppliers, and other tasks at the direction of the AUTHORITY.

Additionally, the CM shall be responsible for providing corrective action responses in a timely manner to audit/surveillance identified problems which includes action to resolve identified problems which prevent recurrence. This responsibility extends to coordinating responses from the Contractors, subcontractors, and suppliers. The CM will be responsible to review/concur with said responses at the direction of the AUTHORITY.

END OF SCOPE OF WORK

CM SERVICES CONTRACT RESPONSIBILITY ASSIGNMENT

CONTRACT NO	TITLE	CM	
C0301R	Hollywood/Highland Station and Tunnels	New CM	**
C0303	H/H Utility Work by Util Companies	Completed	
C0304	Hollywood/Highland Parking Structure	Included in C0301R	**
C0311	Line Section: Uni. City to Sta. 613 +00	New CM	**
C0312	Vent Shaft Structure at Current Location	New CM	**
C0321	Universal City Station w/ Crossover	New CM	**
C0322	Pedestrian Underpass at U/C Station	New CM	**
C0328	Univ. City Demo for C0311	Completed	
C0329	Universal City Demolition	In Progress	*
C1326	Construction of Station Access Road	New CM	**
C2326	Reconstruction of Lankershim Blvd.	New CM	**
C3326	Station Bus Plaza, Parking Lot & Landscape	New CM	**
C0331	Line Section: No. Hollywood to Universal City	Incumbent CM	*
C0351	No. Hollywood Station W/X-Over & Tailtrack	Incumbent CM	*
C0352	No. Hollywood Sitework	Incumbent CM	*
C0358	No. Hollywood Demolition for C0351	In Progress	
C0390	Miscellaneous Construction	Incumbent CM	*
B610	Trackwork Installation From Hollywood/Vine Station to Station 613 +00	Incumbent CM	*
C1610	Trackwork Installation From 613 +00 to North Hollywood	New CM	**
B620	Automatic Train Control	Incumbent CM	*
H0631	Traction Power Equip. Installation	Incumbent CM	*
B641	Radio	Incumbent CM	*
B645	SCADA	Incumbent CM	*
H0648	Communication Installation	Incumbent CM	*
B710	Elevators & Escalators	Incumbent CM	*
B740	Ventilation Equipment	Incumbent CM	*
B745	Air Handling Equipment	Incumbent CM	*

- * Incumbent CM indicates existing CM Consultant
 ** New CM indicates CM services included in this contract

LEVO	EARLY START	EARLY FINISH	REM DUR	CSTX	CONSTRUCTION PERIODS											
					1991	1992	1993	1994	1995	1996	1997	1998	1999	2000		
3	31MAR95	4JAN99	954	0	C0301R HOLLYWOOD/HIGHLAND STATION AND TUNNELS					FACILITIES CONSTRUCTION						
3	21APR94A	23NOV94A	0	100	C0303 H/H UTILITY WORK BY UTIL COMPANIES					FACILITIES CONSTRUCTION						
3	14APR95	23JUN95	80	0	C0304 HOLLYWOOD/HIGHLAND PARKING STRUCTURE					FACILITIES CONSTRUCTION						
3	23JAN95A	16JUL96	851	1	C0311 LINE SECTION: UNI CITY TO STA 613+00					FACILITIES CONSTRUCTION						
3	17SEP97	26MAY99	430	0	C0312 VENT SHAFT STRUCTURE AT CURRENT LOCATION					FACILITIES CONSTRUCTION						
3	22SEP95	20NOV96	805	0	C0321 UNIVERSAL CITY STATION W/ CROSSOVER					FACILITIES CONSTRUCTION						
3	10MAR97	9JUL98	340	0	C0322 PEDESTRIAN UNDERPASS AT U/C STATION					FACILITIES CONSTRUCTION						
3	4OCT94A	24MAR95	20	83	C0328 UNIV CITY DEMO FOR C0311					FACILITIES CONSTRUCTION						
3	29MAR95	25JUN95	63	0	C0329 UNIVERSAL CITY DEMOLITION					FACILITIES CONSTRUCTION						
3	21APR98	12AUG99	335	0	C1 326 CONSTRUCTION OF STATION ACCESS ROAD					FACILITIES CONSTRUCTION						
3	28JAN98	19JUL99	376	0	C2326 RECONSTRUCTION OF LANKERSHIM BOULEVARD					FACILITIES CONSTRUCTION						
3	20JUL99	19APR00	195	0	C3326 STATION BUS PLAZA, PARKING LOT & LANDSCAPE					FACILITIES CONSTRUCTION						
3	10ECB3A	25FEB97	508	0	C0331 LINE SECTION: NO HOLLYWOOD TO UNI CITY					FACILITIES CONSTRUCTION						
3	24APR95	11DEC98	924	0	C0351 NO HOLLYWOOD STATION W/X-OVER & TAILTRACK					FACILITIES CONSTRUCTION						
3	3AUG98	5MAY99	193	0	C0352 NO HOLLYWOOD SITEWORK					FACILITIES CONSTRUCTION						
3	12DEC94A	12OCT95	181	25	C0358 NO HOLLYWOOD DEMOLITION FOR C0351					FACILITIES CONSTRUCTION						
3	3JUN96	4JAN99	656	0	C0390 MISCELLANEOUS CONSTRUCTION					FACILITIES CONSTRUCTION						
7	17APR97	3NOV97	140	0	B610 TRACKWORK INSTALLATION TO STATION 613+00					SYSTEMWIDE INSTALLATION & TEST						
7	23MAY98	25MAR99	720	0	C1 610 TRACKWORK INSTALLATION					SYSTEMWIDE INSTALLATION & TEST						
3	11APR97	8MAY97	20	0						FACILITIES CONSTRUCTION						
7	30DEC97	25MAR99	315	0						SYSTEMWIDE INSTALLATION & TEST						
7	19FEB96	7OCT99	927	0	B620 AUTOMATIC TRAIN CONTROL					SYSTEMWIDE INSTALLATION & TEST						
7	10OCT96	7MAY98	654	0	H0631 TRACTION POWER EQUIP INSTALLATION					SYSTEMWIDE INSTALLATION & TEST						

NO.	DESCRIPTION	DATE	BY

ATTACHMENT 2

LEVO	EARLY START	EARLY FINISH	ORIG DUR	CONSTRUCTION PERIOD											
				1991	1992	1993	1994	1995	1996	1997	1998	1999	2000		
3	24APR95	28JAN99	956	C0301R HOLLYWOOD/HIGHLAND STATION AND TUNNELS FACILITIES CONSTRUCTION											
3	21APR94A	23NOV94A	152	C0303 H/H UTILITY WORK BY UTIL COMPANIES FACILITIES CONSTRUCTION											
3	8MAY95	18JUL95	50	C0304 HOLLYWOOD/HIGHLAND PARKING STRUCTURE FACILITIES CONSTRUCTION											
3	23JAN95A	16JUL98	886	C0311 LINE SECTION: UNI CITY TO STA 613+00 FACILITIES CONSTRUCTION											
3	17SEP97	26MAY99	430	C0312 VENT SHAFT STRUCTURE AT CURRENT LOCATION FACILITIES CONSTRUCTION											
3	22SEP95	20NOV98	805	C0321 UNIVERSAL CITY STATION W/ CROSSOVER FACILITIES CONSTRUCTION											
3	16APR97	17AUG98	340	C0322 PEDESTRIAN UNDERPASS AT U/C STATION FACILITIES CONSTRUCTION											
3	25AUG95	20OCT95	40	C0327 UNIVERSAL CITY DEMOLITION FOR C0326 FACILITIES CONSTRUCTION											
3	4OCT94A	28APR95	145	C0328 UNIV CITY DEMO FOR C0311 FACILITIES CONSTRUCTION											
3	1MAY95	26JUN95	40	C0329 UNIVERSAL CITY DEMOLITION FACILITIES CONSTRUCTION											
3	21APR98	12AUG99	335	C1326 CONSTRUCTION OF STATION ACCESS ROAD FACILITIES CONSTRUCTION											
3	28JAN98	19JUL99	376	C2326 RECONSTRUCTION OF LANKERSHIM BOULEVARD FACILITIES CONSTRUCTION											
3	20JUL99	19APR00	195	C3326 STATION BUS PLAZA, PARKING LOT & LANDSCAPE FACILITIES CONSTRUCTION											
3	1DEC93A	28MAR97	845	C0331 LINE SECTION: NO HOLLYWOOD TO UN CITY FACILITIES CONSTRUCTION											
3	22MAY95	10NOV98	883	C0351 NO HOLLYWOOD STATION W/X-OVER & TAILTRACK FACILITIES CONSTRUCTION											
3	3AUG98	5MAY99	193	C0352 NO HOLLYWOOD SITEWORK FACILITIES CONSTRUCTION											
3	12DEC94A	12OCT95	214	C0358 NO HOLLYWOOD DEMOLITION FOR C035 FACILITIES CONSTRUCTION											
3	3JUN96	4JAN99	656	C0390 MISCELLANEOUS CONSTRUCTION FACILITIES CONSTRUCTION											
7	17APR97	3NOV97	140	B610 TRACKWORK INSTALLATION TO STATION 613+00 SYSTEMWIDE INSTALLATION & TEST											

Plot Date 28APR95
 Data Date 1APR95
 Project Start 24JUN91
 Project Finish 17MAY00
 Summary Operator: [Signature]
 Original Designer: [Signature]
 Designer: [Signature]

METROPOLITAN TRANSPORTATION AUTHORITY
 NORTH HOLLYWOOD EXTENSION
 CONSTRUCTION CONTRACTS

Date	Revision	Checked	Approved

ATTACHMENT 2

LEVO	EARLY START	EARLY FINISH	ORIG DUR												
				1991	1992	1993	1994	1995	1996	1997	1998	1999	2000		
				C1610 TRACKWORK INSTALLATION											
3	28FEB97	12JUN97	74	<div style="border: 1px solid black; width: 100px; height: 10px; margin-bottom: 5px;"></div> FACILITIES CONSTRUCTION											
7	23MAY96	25MAR99	720	SYSTEMWIDE INSTALLATION & TEST											
				B620 AUTOMATIC TRAIN CONTROL											
7	19FEB96	7OCT99	927	SYSTEMWIDE INSTALLATION & TEST											
				H0631 TRACTION POWER EQUIP INSTALLATION											
7	10OCT96	7MAY99	654	SYSTEMWIDE INSTALLATION & TEST											
				B641 RADIO											
7	4DEC96	16SEP97	200	SYSTEMWIDE INSTALLATION & TEST											
				B645 SCADA											
7	19DEC96	4NOV99	734	SYSTEMWIDE INSTALLATION & TEST											
				H0648 COMMUNICATION INSTALLATION											
7	1MAY97	4NOV99	641	SYSTEMWIDE INSTALLATION & TEST											
				A650 PASSENGER VEHICLES											
7	18OCT96	28SEP98	493	SYSTEMWIDE INSTALLATION & TEST											
				B710 ELEVATORS & ESCALATORS											
7	22SEP95	28JAN99	850	SYSTEMWIDE INSTALLATION & TEST											
				B740 VENTILATION EQUIPMENT											
7	3JUL95	25FEB99	927	SYSTEMWIDE INSTALLATION & TEST											
				B745 AIR HANDLING EQUIPMENT											
7	3JUL95	25FEB99	927	SYSTEMWIDE INSTALLATION & TEST											

Plot Date 28APR95
 Date Date 1APR95
 Project Start 24JUN91
 Project Finish 17MAY00

Owner's Project # 0000000000
 Project Name
 Program By
 Revision # 1

METROPOLITAN TRANSPORTATION AUTHORITY
 NORTH HOLLYWOOD EXTENSION
 CONSTRUCTION CONTRACTS

Date	Revision	Checked	Approved





**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART B

GENERAL CONDITIONS - SERVICES

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART B

GENERAL CONDITIONS - SERVICES

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PART B

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PART B

GENERAL CONDITIONS - SERVICES

GC-1 GLOSSARY OF TERMS

GC-1-A Abbreviations and Symbols

★	Flowdown requirement as defined in the Article entitled SUBCONTRACTORS AND SUPPLIERS herein
ADR	Alternative Disputes Resolution
AWA	Advance Work Authorization
Cal-OSHA	California Occupational Safety and Health Administration
CCD	Consultant Change Directive
CCR	Contractor Change Request
CCRB	Consultant Change Review Board
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CRB	Claims Review Board
EPA	United States Environmental Protection Agency
FAR	Federal Acquisition Regulations
FTA	Federal Transit Administration
MTA	Los Angeles County Metropolitan Transportation Authority
NTE	Not-to-Exceed
OCIP	Owner Controlled Insurance Program
OSHA	United States Department of Labor, Occupational Safety and Health Administration, and Occupational Safety and Health Act
PPLIP	Project Professional Liability Insurance Program
PUC	Public Utilities Code, State of California, California Public Utilities Commission
U.S.C.	United States Code

GC-1-B Definitions

Acceptance:	Documentation prepared by the AUTHORITY or its Authorized Representative attesting to the completion of all of the Services under the Contract or a specified portion thereof.
Advance Work Authorization (AWA):	A unilateral written directive issued to the Contractor and executed by the AUTHORITY ordering a change in the Services to be performed. An AWA does not include an equitable change in the TCP or Contract Time. It will include an NTE amount and a request for a Contractor's Cost and Schedule Proposal consistent with the requirements of the Compensation and Payment Provisions (Part D). The AWA will be incorporated into the Contract by Amendment.
Agent:	Except as defined in the Articles entitled INTERPRETATION herein, "Agent" shall be defined as a person, persons, or firm empowered to act for or in the place of the named business entity.
Alternative Disputes Resolution:	Means for settling a disputed claim which may include arbitration, mediation or other recognized means for settling a dispute.
Amendment:	A document issued by the AUTHORITY to the Contractor modifying the Contract.
Approve:	To confirm documents presented by and/or actions of the Contractor related to the Services under the Contract
Assessment:	A cost imposed on the Contractor for non-compliance with certain contractual requirements.
AUTHORITY:	The Los Angeles County Metropolitan Transportation Authority or its successor, or any successor in interest, or its Authorized Representative.
Authorized Representative:	See Agent.
Chief Executive Officer:	The Chief Executive Officer (CEO) of the AUTHORITY.
Claim:	A written demand by one of the Contracting Parties for: <ol style="list-style-type: none">1. time extension;2. payment of money or damages other than that expressly provided for in the Contract or that the claimant is not otherwise entitled to but which arises from the Services performed by or on behalf of the Contractor, pursuant to the Contract; or3. payment that is disputed by the AUTHORITY.

Consultant:	One that provides Services to the AUTHORITY, also defined as the Contractor.
Consultant Change Directive (CCD):	An executed CCR that provides direction to the Contractor.
Consultant Change Request (CCR):	A document issued by the Contractor to the AUTHORITY detailing a proposed change to the Contract
Contract:	Written agreement executed by the AUTHORITY and the Contractor which sets forth the rights and obligations of the parties in connection with the Services, and which includes the Contract Documents.
Contract Documents:	The documents which collectively constitute the Contract are listed in the Form of Contract.
Contract Work Order (CWO):	The document issued by the AUTHORITY for each separate assignment detailing the scope of work, budget and completion time.
CWO Period of Performance:	The total time period allowed for completion of the Services, including all authorized time extensions, as specified in each CWO. The date for completion of all CWOs within the Scope of Work, is more specifically set forth in Form of Contract.
Contracting Officer:	The CEO or a designated representative who is authorized and empowered to execute contracts, amendments, and agreements on behalf of the AUTHORITY.
Contractor:	The individual, firm, partnership, corporation, joint venture or combination thereof, referred to throughout the Contract in the singular and by the neuter term "it" that has entered into the Contract with the AUTHORITY.
Cure Notice:	Written notice from the AUTHORITY to the Contractor to correct Services performed not in conformance with the Contract.
Days:	Unless otherwise stated, "days" shall mean calendar days. When a required submittal falls on a non-business day, submittal shall be on the next business day.
Field Office:	Offices separate from the Contractor's home or project office required to carry out the Scope of Work of the Contract.
Goods:	Equipment, material and/or products required to perform the Services. Goods may be furnished by the AUTHORITY or required to be furnished by the Contractor.
Home Office:	The home office of the Contractor.

Notice of Termination: Written notice from the **AUTHORITY** to the Contractor terminating the Contract, or a portion thereof, either for convenience of the **AUTHORITY** or for default due to the Contractor's failure to perform its contractual obligations.

Owner Controlled Insurance Program (OCIP): The insurance applicable to the Project which is furnished by the **AUTHORITY**, as more specifically set forth in the Services Insurance Specifications (Part H).

Parties: Person(s) or business entities entering into the Contract.

Period of Performance: The total time period allowed for completion of all Services under the Contract, as specified in the Form of Contract.

Project: A portion of the Transit System defined in the Form of Contract.

Project Office:

1. Office space used by the Contractor specifically for this Project, other than space at the Contractor's Home Office or Field Office, independent of whether it is provided by the **AUTHORITY** or by the Contractor; or
2. Similar facilities at other locations designated from time to time by the **AUTHORITY**.

Provide: In reference to Services to be performed by the Contractor, "provide" means furnish Services in accordance with the Scope of Work.

Reference Codes: Federal, state, or local governmental codes, ordinances or regulations, or trade organization codes.

Reference Standards: Authoritative principles, rules, and models, used to determine or establish the acceptability of Goods, work, procedures, or workmanship. These standards are physically located in other documents, and are incorporated into the Contract only by reference. The Reference Standards shall have the same force and effect as if their full text were physically incorporated in the Contract.

Scope of Work: Description of the Services to be provided by the Contractor.

Services: When capitalized, signifies the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in the Contract, including all technical and professional services, and Goods used during all related activities whether originally or subsequently scheduled.

Special Provisions: Requirements applicable to the Contract that invoke, modify, and/or supplement these General Conditions (see Part C).

State: The State of California.

Subcontractor: Any individual, firm, partnership, corporation, joint venture or combination thereof, other than employees of the Contractor, that enters into a legal agreement with the Contractor to furnish Services, labor or Goods as a portion of the Services. Unless otherwise specified, Subcontractors includes Subcontractors of any tier, and excludes suppliers, manufacturers and distributors.

Substitution: Goods, service(s), or system(s) that the Contractor requests to use in lieu of that specified in the Contract.

Supplier: Any person, firm, partnership, corporation, joint venture, or combination thereof, other than employees of the Contractor, that furnishes a tangible product as a portion of the Services, with Services usually limited to delivery and/or required testing.

Total Contract Price: The total compensation to be paid to the Contractor in accordance with the terms of the Contract (and Amendments thereto).

Worksite: The locations in Los Angeles County where the Contractor's Services will be performed as defined in the CWO(s). The term may include the location of Services performed by others (for example, the construction of a Project).

★ **GC-2 INTERPRETATION**

★ **GC-2-A Information Furnished By The AUTHORITY:** Upon request by the Contractor, the AUTHORITY shall furnish the Contractor any general information and data readily available to the AUTHORITY which the Contractor determines may be of use to the Contractor in the performance of the Services. AUTHORITY shall rely upon the Contractor to determine which of the general information and data readily available to the AUTHORITY the Contractor requires for the performance of Services hereunder. The AUTHORITY makes no representations with respect to the reliability, accuracy, or completeness of any information or data it may furnish hereunder; and the AUTHORITY assumes no responsibility for any Services which are based upon such information or data, subject to the provisions of Articles entitled EXTENSIONS OF TIME, DISPUTE RESOLUTION AND TERMINATION FOR DEFAULT, herein.

GC-2-B Contract Documents: The individual documents comprising the Contract Documents are complementary, indicating all aspects of the Services. The intent of the Contract Documents is to include all items necessary for the proper initiation, execution, and completion of the Services.

GC-2-C References Within the Contract Documents: References to Articles, Subarticles, and Sub-Subarticles herein are made by citing the title of the Article only; e.g., a reference to this particular paragraph would be phrased "in the Article entitled INTERPRETATION", which would necessarily be inclusive of all other paragraphs in this Article. However, where a reference is made to other paragraphs within the same Article, the reference is made as in the preceding sentence; i.e., "in this Article". References to other Sections of the Contract are made by citing the title of the Section; e.g., "the Scope of Work (Part A)".

GC-2-D Reference Standards: Goods and workmanship specified by the number, symbol, or title of a Reference Standard shall comply with the latest edition or revision and amendments and supplements in effect on the date of the Request for Information and Qualifications/Proposals, except where a different edition is specified. All governmental, utility, and railroad standards

referenced in the Contract shall be considered an integral part of the Scope of Work (Part A). In case of a conflict between the Scope of Work and the Reference Standard, or between multiple Reference Standards, the more stringent shall govern.

GC-2-E Precedence of Contract Documents: Except as otherwise specified in this Article, the precedence of the Contract Documents shall be as follows in the event of any conflict:

1. Amendments (later amendments having precedence over earlier amendments), with each amendment taking its order of precedence from the document it amends
2. Form of Contract
3. Special Provisions (Part C)
4. General Conditions (Part B)
5. Contract Work Orders
6. Compensation and Payment Provisions (Part D)
7. Scope of Work (Part A)
8. Deliverables (Part P)
9. Contract Compliance Manual (Part E)/Labor Compliance Manual (Part O)
10. Alcohol and Drug-Free Workplace Manual (Part N)
11. Policies and Guidelines on Lobbying (Part J)
12. Federal Lobbying Restrictions (Part K) (if applicable)
13. Services Insurance Specifications (Part H) (if applicable)
14. Reference Specifications/Standards/Codes (if applicable)
15. Job Development and Training Program (Part Q) (if applicable)

GC-2-F Explanations: Should it appear that the Services to be performed or any relative matters are not sufficiently detailed or explained in the Contract, the Contractor shall request in writing from the AUTHORITY written explanation as may be necessary and shall conform to the explanation given.

GC-2-G Omissions and Misdescriptions: The Contractor shall carefully and continuously study and compare all Contract Documents; shall verify all figures in the Contract Documents before laying out the Services; shall promptly notify the AUTHORITY of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-conformities are discovered, shall obtain specific instructions in writing from the AUTHORITY before proceeding with the Services. Any Services affected which are performed prior to the AUTHORITY's decision shall be at the Contractor's risk. The Contractor shall not take advantage of any apparent non-conformity that may be found in the Contract. The AUTHORITY shall be entitled to make such corrections therein and interpretations as it may deem necessary for the fulfillment of the intent of the Contract. Omissions or misdescriptions of any Services that are clearly necessary to carry out the intent of the Contract, or that are customarily performed, shall not relieve the Contractor from performing such Services at no additional expense and/or delay, and such Services shall be performed as if fully and correctly set forth in the Contract.

GC-2-H Headings: The various topical headings contained in the Contract are intended for convenience only and shall not affect the meaning or interpretation of the Contract or any of its provisions.

GC-3 AUTHORITY OF THE CONTRACTING OFFICER

GC-3-A The AUTHORITY has the final approval in all matters relating to or affecting the Services. Except as expressly specified in the Contract, the Contracting Officer may exercise any powers, rights, and/or privileges that have been lawfully delegated by the AUTHORITY. Nothing in the Contract shall be construed to bind the AUTHORITY for acts of its employees and agents that exceed the delegation of authority specified herein.

★ **GC-4 INDEPENDENT CONTRACTOR**

The Contractor represents that it is fully experienced and properly qualified to perform the class of Services required for the Contract and that it is properly licensed, equipped, organized, and financed to perform the Services. The Contractor shall be an independent contractor. The Contractor is not an agent of the AUTHORITY in the performance of the Contract, and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Nothing contained in the Contract or any Subcontract awarded by the Contractor shall create any contractual relationship between any Subcontractor and the AUTHORITY. The Contractor shall perform the Services in accordance with its own methods, in compliance with the terms of the Contract.

GC-5 ORGANIZATION AND KEY PERSONNEL

GC-5-A The Contractor will designate a Project Manager who shall supervise and direct the Services, in accordance with the Contract. The Contractor shall be solely responsible for implementation of all Services, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Services under the Contract.

GC-5-B Before starting Services, the Contractor shall submit an organization chart showing the proposed Project Office organization established by the Contractor for the performance of the Services, including:

1. lines of authority, responsibility, and communication;
2. office organizations, if any; and
3. names, titles, and functions of all supervisory and other key personnel.

The Contractor shall also submit a list of proposed key personnel for AUTHORITY approval.

The Contractor's key personnel assigned to the performance of the Services hereunder shall be devoted full-time to the performance of the Services until the performance of Services are near completion. The Contractor shall not reassign key personnel without the AUTHORITY's prior written approval and until a satisfactory replacement has been approved by the AUTHORITY.

The Contractor shall secure the prior written approval of the AUTHORITY for any change or reassignment of the key personnel, submitting written documentation of the new individuals' qualifications.

GC-5-C Upon approval of the Project Manager by the AUTHORITY, the Project Manager shall be empowered to represent, act for, and sign for the Contractor in all matters related to the Contract. A copy of the Project Manager's signature shall be submitted to the AUTHORITY. The Project Manager shall have overall responsibility for the Services performed in the Contractor's Home Office, as well as those performed at the Project Office and any Field Office. All notices, determinations, instructions, and other communications given to the Project Manager by the AUTHORITY shall be considered as having been delivered to the Contractor.

GC-5-D Further, it is understood that at all times during the performance of Services hereunder, only Project related Services shall be performed in the Project Office and any Field Office. The Contractor shall not use the Project Office or any Field Office to perform non-Project related Services.

★ **GC-6 SUBCONTRACTORS AND SUPPLIERS**

GC-6-A Contractor Participation

1. The organization of the Contract into divisions, sections, and articles shall not control the Contractor in dividing the Services among Subcontractors nor in establishing the extent of Services to be performed by any trade.
2. The Contractor shall submit a list of all Subcontracts regardless of value of any tier to the AUTHORITY for fulfillment of DBE/WBE/MBE Goals and Owner Controlled Insurance Program (OCIP) and Project Professional Liability Insurance Program (PPLIP) coverage where applicable.

GC-6-B Performance of Services

The Contractor shall be fully responsible to the AUTHORITY for all acts and omissions of its own employees, and of Subcontractors, Suppliers and their employees. The Contractor shall also be responsible for coordinating the Services performed by Subcontractors and Suppliers. When a portion of the subcontracted Services are not performed in accordance with the Contract, or if a Subcontractor commits or omits any act that would constitute a breach of the Contract, the Subcontractor shall be replaced at the request of the AUTHORITY and shall not again be employed on the Services.

GC-6-C Acceptance of Substitution of Subcontractor

1. The Contractor shall notify the AUTHORITY in writing of any proposal to substitute a Subcontractor in place of a Subcontractor listed in the Contractor's Qualification/Proposal. Prior to such substitution the Contractor shall secure the acceptance of the AUTHORITY. The Contractor shall submit the following information in a form similar to SF 254 contained in the Contractor's original Qualification/Proposal.
 - a. Name of Subcontractor
 - b. Location and Phone Number of Place of Business
 - c. Contact Person
 - d. Subcontractor's License(s) number and expiration date (if applicable)
 - e. Current AUTHORITY Contract Compliance Certification Status (if applicable)
 - f. The portion of the Services that will be performed by each Subcontractor.

The AUTHORITY will review the information submitted on each Subcontractor and transmit written notification to the Contractor concerning its decision.

2. The AUTHORITY shall not be responsible for delays incurred by the Contractor because of a timely disapproval by the AUTHORITY of a Subcontractor proposed by the Contractor, or the late submittal of a Subcontractor to the AUTHORITY for acceptance, or because of a Subcontractor's removal from the performance of the Services.
3. The Contractor shall not do any of the following without the prior written consent of the AUTHORITY:
 - a. replace any previously-accepted Subcontractor;

- b. permit any previously-accepted Subcontract to be assigned or transferred; and/or
- c. allow any previously-accepted portion of the Services to be performed by anyone other than the accepted Subcontractor.

However, the Contractor may perform the Services itself with qualified personnel provided written permission is obtained from the AUTHORITY prior to performance of the Services.

GC-6-D Flow-down requirements: The Contractor shall incorporate the following into each Subcontract and require insertion of same into all lower tier Subcontracts:

- 1. All Articles, Subarticles or portions of the Contract noted by a star ("★") shall be included in all Subcontracts of any tier.
- 2. All provisions required by law, regulation, rule, or the Contract shall apply to Subcontracts and shall apply to all Subcontracts of any tier.
- 3. By virtue of signing the Subcontract, the following apply:
 - a. The Subcontractor acknowledges and agrees that all Services being performed by it under the Subcontract shall be performed in accordance with the Contractor's Contract with the AUTHORITY, which Contract is incorporated by reference into and made a part of the Subcontract.
 - b. The Subcontractor agrees that it shall have the same duties and obligations to the Contractor with respect to its performance of its own Services as the Contractor has to the AUTHORITY under its Contract.
 - c. The Contractor and the Subcontractor agree that the AUTHORITY is the third-party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit. All guarantees and warranties, express or implied, shall inure to the benefit of both the AUTHORITY and the Contractor during the performance of the Services; upon final completion of the Services, such guarantees and warranties shall inure to the benefit of the AUTHORITY.
 - d. The Contractor and the Subcontractor agree that nothing contained in the Subcontract shall be deemed to create any privity of the Contract between the AUTHORITY and the Subcontractor, nor does it create any duties, obligations, or liabilities on the part of the AUTHORITY to the Subcontractor except those allowed under California Law. In the event of any claim or dispute arising under the Subcontract and/or the Contractor's Contract with the AUTHORITY, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction. The Subcontractor hereby waives any claim or cause of action against the AUTHORITY arising out of the Subcontract.

GC-6-E This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the AUTHORITY. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors.

GC-6-F No Subcontractor shall be permitted to perform Services under the Contract until it, or the Contractor, has supplied satisfactory evidence of required insurance to the AUTHORITY, in compliance with the Article entitled INSURANCE REQUIREMENTS of the Special Provisions (Part C).

GC-7 PERMITS AND COMPLIANCE WITH LAWS

GC-7-A Except for the permits listed in the Article entitled AUTHORITY-FURNISHED PERMITS of the Special Provisions (Part C), the Contractor shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely prosecution of the Services. Reimbursement for costs of obtaining said permits and licenses paid by the Contractor shall be determined in accordance with applicable provisions of the FAR.

GC-7-B The Contractor acknowledges that prior to entering into the Contract it familiarized itself with the requirements of any and all applicable federal, state, county, and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits. The Contractor shall be responsible for complying with any and all of the foregoing, at its sole expense and without any increase in the TCP and/or Contract Time set forth in Compensation and Payment Provisions (Part D) on account of such compliance, regardless of whether such compliance would require additional labor, equipment, and/or Goods not expressly stated in the Contract.

★ **GC-8 GOODS**

GC-8-A The Contractor shall furnish all Goods required to complete the Services, except those designated to be furnished by the AUTHORITY. Unless otherwise indicated in the Contract, Goods incorporated into the Services shall be new, of good quality, and of the grade specified for the purpose intended. Unless otherwise specifically stated, reference to Goods or patented processes by trade name, make, or catalog number shall be regarded only as a means of establishing a standard of quality; such references shall not be construed as limiting competition. The Contractor may, at its option, use any Goods or process that is equivalent to that named subject to the prior written acceptance by the AUTHORITY. The AUTHORITY shall be the sole judge of the quality and suitability of proposed alternative Goods or processes subject to the right of the AUTHORITY to accept or reject such alternative.

GC-8-B Any Goods that may be purchased under the Contract shall be transported, handled, and stored by the Contractor in a manner that shall ensure the preservation of their quality, appearance, and fitness for the Services. All Goods shall also be stored in a manner that facilitates inspection.

★ **GC-9 STANDARD OF PERFORMANCE**

GC-9-A The Contractor shall perform and require its Subcontractors to perform the Services in accordance with the specifications and requirements of the Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing Services of a similar nature. As provided in the Article entitled WARRANTY herein, the Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that the AUTHORITY will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services for implementation of the Project. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Article.

GC-9-B All Work under the Contract shall be performed in a skillful and workmanlike manner. All workers shall have sufficient skill and experience to perform the Services assigned to them. Any employee who is determined by the AUTHORITY to be intemperate, incompetent, or a threat to the safety of persons and/or the Services or who does not perform the Services in an acceptable manner shall be promptly removed from the Services by the Contractor at no cost or expense to the AUTHORITY. Further, an employee who is removed from the Services for any of the above reasons shall not be re-employed on the Services.

★ **GC-10 UNAUTHORIZED WORK**

Any Services performed beyond the terms of the Contract, as specified in the Scope of Work (Part A), or any additional Services that are carried out without written authority from the AUTHORITY, will be considered as unauthorized and at the sole expense of the Contractor. Unauthorized Services will:

1. not be paid for; and
2. receive no extension in Contract Time.

No employee or officer of the AUTHORITY, except the Contracting Officer or designee, may approve any changes to the Contract.

★ **GC-11 INSPECTION**

GC-11-A All Services shall be subject to inspection by the AUTHORITY at all reasonable times, wherever performed. Such inspection will be for the sole benefit of the AUTHORITY and shall not relieve the Contractor of the responsibility for providing quality control measures to ensure that all Services comply with the Contract. Except to the extent specified in writing by the AUTHORITY, no inspection shall be construed as constituting or implying acceptance. Inspection shall not relieve the Contractor of its obligation to fulfill the requirements of the Contract.

GC-11-B The AUTHORITY shall have access, at all reasonable times, to the Contractor's calculations, supporting materials, data, and information concerning the Services, including computer programs and printouts, which the AUTHORITY determines are required to review the Services properly and expeditiously. The Contractor shall furnish sufficient and convenient facilities for such inspection and review, and shall grant the AUTHORITY's designated representatives free access at all reasonable times to all locations where the Services are performed. Pursuant to such inspection and review, the AUTHORITY shall have the right to reject in writing any part of the Services reasonably found to be unsatisfactory or not in conformity with the requirements of the Contract, whereupon the Contractor shall satisfactorily correct, revise, replace, or perform such rejected Services at its own cost.

GC-11-C Where the Contractor is required to prepare and submit reports, working papers, etc., to the AUTHORITY as products of these Services, they shall be submitted in draft, and an opportunity shall be provided for the AUTHORITY to direct appropriate revisions prior to formal submission.

★ **GC-12 SAFETY**

GC-12-A The Contractor shall at all times conduct its operations in such a manner as to avoid any risk of bodily harm to persons or damage to property. The Contractor shall promptly take all precautions which are reasonable or necessary to safeguard against such risks and shall make regular safety inspections of its operations. The Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of Services by the Contractor.

GC-12-B In addition, the Contractor shall comply with all applicable safety laws, standards, codes, rules, and regulations, including any safety program established by the AUTHORITY. The Contractor shall cooperate and coordinate with the AUTHORITY and with other AUTHORITY Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by the AUTHORITY.

GC-12-C The Contractor shall inform its staff of the AUTHORITY safety practices and the requirements of the AUTHORITY's safety program. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel.

★ **GC-13 WARRANTY**

GC-13-A The Contractor shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished by the Contractor (including Services performed by Subcontractors on the basis provided herein) under the Contract. In addition to any other remedies furnished the AUTHORITY under the Contract or at law, the Contractor shall correct or revise at no additional fee to the AUTHORITY any defective Services caused by the Contractor's negligent acts, errors or omissions in the performance of the Services hereunder. Neither the AUTHORITY's inspection of or failure to inspect, nor review, nor acceptance of, nor payment for, any of the Services required under the Contract shall be construed to relieve the Contractor of its obligations and responsibilities under the Contract for any negligent acts, errors and omissions in its performance of Services hereunder, nor operate as a waiver of any of the AUTHORITY's rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the AUTHORITY in accordance with applicable law for all damages to the AUTHORITY caused by any failure of the Contractor to comply with the terms and conditions of the Contract or by the Contractor's errors, omissions, or negligent acts in the performance of the Contract. With respect to the performance of Services by Subcontractors, the Contractor shall use its recognized professional judgment, care, and prudence in accepting such Services.

GC-13-B With respect to Goods purchased from others, the Contractor shall, unless otherwise approved by the AUTHORITY procure for the AUTHORITY's benefit standard commercial guarantees and warranties as required in the State of California.

GC-13-C The Contractor warrants that the Services performed hereunder have been performed in full conformity with all codes, rules and statutory requirements.

GC-13-D The term of the warranty in this Article shall extend for a period of three (3) years from the date of final acceptance of the Services. Any defects and failures discovered within the warranty period shall be corrected promptly by the Contractor at no additional expense of the AUTHORITY.

GC-13-E All warranties and guarantees of Subcontractors and Suppliers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by the Contractor for the benefit of the AUTHORITY. The Contractor shall enforce such warranties and guarantees on behalf of the AUTHORITY, or if directed by the AUTHORITY, shall require such Subcontractors and Suppliers to execute such warranties and guarantees directly with the AUTHORITY. The Contractor shall be jointly and severally liable to the AUTHORITY under any such warranties or guarantees. To the extent that any such warranty or guarantee would be voided by reason of the Contractor's negligence, the Contractor shall be responsible for correcting such defect.

GC-13-F In the event that the Contractor fails to perform its obligations under this Article (or under any other warranty or guarantee under the Contract) within a reasonable time and to the reasonable satisfaction of the AUTHORITY, the AUTHORITY shall have the right to correct and/or cause to be re-performed any defective or non-conforming Services and any Services of third parties damaged by such defective or non-conforming Services or the correction or re-performance thereof. The Contractor shall be obligated to fully reimburse the AUTHORITY upon demand for any expenses incurred hereunder.

GC-14 TITLE

GC-14-A Title to Goods for which progress, or other payments are made shall pass to the AUTHORITY at the time of payment. To the extent that title has not been vested in the AUTHORITY previously by reason of payments, full title shall pass to the AUTHORITY at close of the CWO or the Contract if the Goods are used for more than one CWO. Goods to which the AUTHORITY has received title by reason of progress payments shall be segregated from other Contractor and/or Subcontractor Goods related to the Services and clearly identified as AUTHORITY property.

GC-14-B The title transferred as above shall in each case be good, and free and clear from any and all security interests, liens, mortgages, taxes and/or other encumbrances. The Contractor shall not pledge or otherwise encumber the items in any manner that would result in any lien, security interest, charge, and/or claim upon or against said items.

GC-14-C The transfer of title as specified above shall not imply Acceptance by the AUTHORITY, nor relieve the Contractor from the responsibility for strict compliance with the Contract and for any loss of or damage to items. Notwithstanding the passage of title, the Contractor shall continue to be liable and responsible to the AUTHORITY for any damage to or loss of such Goods until such Goods are actually delivered to the Worksite and incorporated in accordance with the Article entitled GOODS herein.

GC-14-D The Contractor at its own expense shall promptly execute, acknowledge, and deliver to the AUTHORITY proper bills of sale or other written instruments of title in a form as required by the AUTHORITY; said instruments shall convey to the AUTHORITY title to Goods free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances. The Contractor at its own expense shall conspicuously mark such Goods as the property of the AUTHORITY; shall not permit such Goods to become commingled with non-AUTHORITY-owned Goods; and shall take such other steps the AUTHORITY may require or regard as necessary to vest title to such Goods in the AUTHORITY free and clear of debts, claims, liens, mortgages, taxes, and/or encumbrances.

GC-15 FINAL ACCEPTANCE OF THE SERVICES

GC-15-A When the Contractor determines that all Services as authorized in a CWO are fully completed including all required submissions and deliveries to the AUTHORITY specified in the CWO, the Contractor shall give the AUTHORITY a written Request for Final CWO Acceptance within ten (10) working days thereafter, specifying that the Services are completed and the date on which they were completed. Within thirty (30) days after the receipt of the Request for Final CWO Acceptance, the AUTHORITY will commence a final review of the Services and, upon completion thereof, will either:

1. give the Contractor a Final CWO Acceptance; or
2. advise the Contractor in writing of any outstanding item or items which must be furnished, completed, or corrected.

This procedure shall be repeated until such time as the AUTHORITY is satisfied that the Services have been completed in accordance with the requirements of the Contract.

GC-15-B When the Contractor determines that all Services as authorized in the Contract are fully completed including all CWOs and all required submissions and deliveries to the AUTHORITY specified in the Contract, the Contractor shall give the AUTHORITY a written Request for Final Contract Acceptance within ten (10) working days thereafter, specifying that the Services are completed and the date on which they were completed. Within thirty (30) days after the receipt of the Request for Final Contract Acceptance, the AUTHORITY will commence a final review of the Services and, upon completion thereof, will either:

1. give the Contractor a Final Contract Acceptance; or
2. advise the Contractor in writing of any outstanding item or items which must be furnished, completed, or corrected.

This procedure shall be repeated until such time as the AUTHORITY is satisfied that the Services have been completed in accordance with the requirements of the Contract and all other obligations of the Contractor have been discharged.

GC-15-C Notwithstanding the Final CWO Acceptance or the Final Contract Acceptance, the Contractor will not be relieved of its obligations hereunder, nor will the Contractor be relieved of its obligations to complete any portions of the Services, the noncompletion of which were not disclosed to the AUTHORITY (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and the Contractor shall remain obligated under all those provisions of the Contract which expressly or by their nature extend beyond and survive Final Contract Acceptance.

GC-15-D Any failure by the AUTHORITY to reject the Services or to reject the Contractor's Request for Final CWO Acceptance as set forth above, shall not be deemed to be Acceptance of the Services by the AUTHORITY for any purpose nor imply Acceptance of, or agreement with, the Contractor's Request for Final CWO Acceptance.

★ **GC-16 PAYMENT TO SUBCONTRACTORS**

GC-16-A The Contractor shall pay all Subcontractors for and on account of Services performed by such Subcontractors in accordance with the terms of their respective Subcontracts not later than ten (10) days after receipt of each progress payment. Such payments to Subcontractors shall be based on the measurements and estimates made pursuant to the Article entitled INVOICING of the Compensation and Payment Provisions (Part D).

GC-16-B Before the Contractor may receive any payment, for monies due it as a result of a percentage of the Services completed, it must furnish the AUTHORITY with a certificate stating that all Subcontractors and Suppliers who have furnished any Goods or labor prior to the date of the certificate have been paid all amounts due them pursuant to the terms of their Subcontracts or purchase orders. The Contractor shall maintain proof of payment to each Subcontractor and Supplier at its offices, consisting of cancelled checks, evidence of electronic transfers, or other documentation, which shall be subject to examination and review by the AUTHORITY at any time during the duration of the Contract. Failure of the Contractor to furnish the foregoing certificates, or the improper certification of any payments made to Subcontractors and Suppliers, may result in the AUTHORITY withholding the amount in dispute until said dispute is resolved, or in exercising any other rights the AUTHORITY may have under the Contract.

GC-16-C If the AUTHORITY deems that the Contractor has failed to comply with this Article the AUTHORITY may give written notice to the Contractor, that if the default is not remedied, within a specified period of time (at least five (5) days) the Contract may be terminated. The Contract may be terminated for cause in accordance with the Article entitled TERMINATION FOR DEFAULT herein.

GC-17 PAYMENT OF TAXES

The Contractor shall pay all taxes and duties applicable to and assessable against any Goods, Services, processes, and operations incidental to or involved in the Contract, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The prices established in the Contract shall include compensation for any taxes the Contractor is required to pay by laws and regulations in effect on the date the Qualification/Proposal was submitted. The Contractor will maintain auditable records subject to AUTHORITY reviews, confirming that tax payments are current at all times.

GC-18 EXTENSION OF TIME

GC-18-A The Contractor will be granted an extension of time for any portion of a delay in completion of the Services caused by acts of God or the public enemy, wars, civil disturbances, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes, strikes, or weather more severe than normal, providing that the:

1. aforesaid causes were not foreseeable and did not result from the fault or negligence of the Contractor;
2. Contractor has taken reasonable precautions to prevent further delays owing to such causes; and
3. Contractor notifies the AUTHORITY in writing of the cause(s) for the delay within five (5) days from the beginning of any such delay.

GC-18-B No claims for additional compensation or damages for the foregoing delays shall be allowed to the Contractor, and the extension of time provided for herein shall be the sole remedy of the Contractor on account of any such delays.

GC-18-C An extension of time will not be granted for a delay described above caused by a shortage of Goods, except AUTHORITY-furnished Goods, unless the Contractor supplies the AUTHORITY with documented proof that it made every effort to obtain such Goods from every known source within reasonable distance of the Services. The Contractor shall also submit proof, in the form of network analysis data, that the inability to obtain such Goods when originally planned, did in fact, cause a delay in final completion of the Services that could not be compensated for by revising the sequence of its operations. Only the physical shortage of Goods will be considered as a basis for an extension of time. No consideration will be given to any claim that Goods could not be obtained at a reasonable, practical, or economical cost, unless it is shown to the satisfaction of the AUTHORITY that:

1. such Goods could have been obtained only at exorbitant prices or;
2. the prices were entirely inconsistent with current rates, taking into account the quantities involved and the usual practices employed in obtaining such quantities; and

3. such facts could not have been known or anticipated at the time the Contract was executed.

GC-18-D An extension of time for weather more severe than normal shall be granted only to the extent the Services are actually delayed as determined by the AUTHORITY. The effects of weather less severe than normal shall be taken into account in determining the actual delay. The basis used to define normal weather will be the monthly average of the temperature and rainfall data in the Los Angeles area for the twenty (20) years before the execution of the Contract, as compiled by the DOC, NOAA.

GC-18-E In case the Contractor is actually and necessarily delayed by any act or omission on the part of the AUTHORITY, as determined by the AUTHORITY, and providing that the Contractor notifies the AUTHORITY in writing within five (5) days from the beginning of any such delay, specifying the act or omission causing such delay, the time for completion of the Services shall be extended accordingly, and an adjustment shall be made to the TCP for any increase in the cost of performance of the Services (excluding profit) necessarily caused by such delay.

GC-18-F Within thirty (30) days after the last day of a delay, the Contractor shall supply the AUTHORITY with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to submit such information shall be sufficient cause for denying the delay claim. The AUTHORITY will ascertain the facts and the extent of the delay; its findings thereon will be final and conclusive. All time extensions must be approved by the AUTHORITY prior to CWO completion dates or the final Contract completion date being extended. The Contractor agrees that the remedies granted under this Article shall be its sole and exclusive remedies for the consequences of any delay.

GC-18-G No extension of time will be granted under this Article for any delay in which:

1. the performance of Work would have been similarly delayed by Contractor-induced causes, including but not limited to the fault or negligence of the Contractor or its Subcontractors; or
2. remedies are included or excluded by any other provision of the Contract.

Only the actual delay necessarily resulting from the causes specified in this Article shall be grounds for extension of time. In case the Contractor is delayed at any time or for any period by two or more of the causes specified in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes; only one extension will be granted for the entire delay.

Services shall continue and be carried on in accordance with all the provisions of the Contract. The Contract shall remain in full force and effect during the continuance and until the completion and Final Acceptance of the Services covered by the Contract, unless formally suspended or terminated in accordance with the terms of the Contract. Permitting the Contractor to finish the Services, or any part thereof, after the time fixed for completion or after the date to which the time for completion may have been extended and/or making payments to the Contractor after any such periods shall not constitute a waiver on the part of the AUTHORITY of any rights under the Contract.

GC-18-H Neither the granting of an extension of time beyond the date fixed for the completion of any part of the Services nor the performance and Acceptance of any part of the Services after the time specified for the completion of the Services shall be deemed to be a waiver by the

AUTHORITY of the AUTHORITY's right to terminate the Contract for abandonment or failure to complete within the time specified or to impose and deduct damages as may be specified.

GC-18-I In all cases that the Contractor either claims or intends to claim a delay, the Contractor shall submit to the AUTHORITY at the earliest possible date and supplement thereafter as information becomes available:

1. an analysis of the impact of the claimed delay event upon the Contractor's then current schedule, identifying the affected activities and the actual impacts; and
2. proposals to minimize the effects of the claimed delay.

GC-19 CHANGES

GC-19-A The term "Change(s)," as used in the Contract, means substitutions, additions, or deletions in the Services. Change does not mean Services performed by the Contractor to correct defective Services caused by the Contractor's negligent acts, errors or omissions.

GC-19-B The AUTHORITY may at any time and from time to time without invalidating the Contract/CWO make Changes in the Scope of Work. Such Changes, including any increase or decrease in the amount of the Contractor's compensation and/or the period of performance, shall be incorporated in the Contract/CWO through the issuance of an Amendment. All of the provisions of the Contract shall apply to Changes.

GC-19-C MAJOR CHANGE

A "Major Change" is defined as a change where the aggregate price of the Change hereunder exceeds twenty percent (20%) of the initial TCP set forth in the Compensation and Payment Provisions (Part D). In the case of a Major Change, a revised TCP for all Services performed under the Contract/CWO may, at the option of the AUTHORITY, be negotiated.

GC-19-D If a fixed fee is a part of the compensation for the Contract it is the agreed intent of the parties that the Fee is an amount fixed at the inception of the Contract/CWO with respect to the Services planned and scheduled as set forth in the Scope of Work (Part A) and is not intended to vary with actual costs for those Services and any Amendment issued hereunder will not automatically result in a change to the Fee.

GC-19-E All Changes shall be administered in accordance with the following procedures, consisting of:

1. **Consultant Change Request (CCR)**
 - a. After the Contractor becomes aware of the need for or desirability of a requested change, a CCR may be submitted to the AUTHORITY in writing (in a format acceptable to the AUTHORITY) and must specify the reasons for such change, including relevant circumstances and impacts on the schedule.
 - b. The Contractor may request additional compensation and/or time through a CCR.
 - c. Any CCR that is approved by the AUTHORITY will be incorporated into an Amendment. If the request is denied but the Contractor believes that it does have merit, the Contractor may submit a claim in accordance with the Article entitled DISPUTED AUTHORITY ACTION herein.

2. Consultant Change Request Board (CCRB)

All CCRs shall be submitted to the CCRB for review and approval. If the Contractor disagrees with the decision of the CCRB they may file a claim in accordance with the Article entitled DISPUTED AUTHORITY ACTIONS herein.

3. Consultant Change Directive (CCD): The AUTHORITY may issue a CCD, in writing, to the Contractor, describing a proposed change to the Contract and requesting the Contractor to submit a Contractor's Cost and Schedule Proposal (in a format acceptable to the AUTHORITY). A CCD may authorize a Contractor to commence performance of the changed Work, within specified limits. It may also direct the Contractor to submit a proposal but not to proceed with the described Services.

4. Advance Work Authorization (AWA)

a. An AWA is issued unilaterally by the AUTHORITY ordering the Contractor to proceed with a change in the Services. An AWA may be issued under one of the following circumstances:

- (1) to execute changes in the Services that do not cause changes in the TCP and/or Contract Time;
- (2) to execute changes in the Services covered by the unit prices or a lump sum price contained in the Contract;
- (3) to execute changes in the Services on a cost reimbursable basis, in accordance with the Compensation and Payment Provisions (Part D).

b. The Contractor shall not commence performance of the Services described in the AWA until the AWA is executed by the AUTHORITY and transmitted to the Contractor. The AWA shall expressly specify the:

- (1) intention to treat such items as changes in the Services; and
- (2) scope of changes in the Services.

c. Until such time as resolution of an equitable adjustment is reached the Contractor shall maintain its records in sufficient detail to distinguish the costs of the tasks affected by the Change from the costs of other tasks. The AWA shall become the basis for an Amendment when the amount of the adjustment to the TCP and/or Contract Time can be determined. The issuance of an AWA is sufficient authority for an Amendment within the limits of the estimated value of the AWA.

d. The AWA shall contain an NTE amount. The Contractor shall not invoice the AUTHORITY for any amount in excess of the NTE amount. The Contractor is required to notify the AUTHORITY at the point at which seventy-five percent (75%) of the NTE amount has been expended, and provide an estimate of the cost to complete the changed work. If the AUTHORITY agrees that costs in excess of the NTE amount are justified, the AUTHORITY will issue a revised AWA increasing the NTE amount. No additional authorization of costs will be made if the Contractor does not comply with the above notification requirement. Expenditures in excess of the authorized amount shall not be paid by the AUTHORITY.

GC-19-F Contractor's Cost and Schedule Proposal: If directed by the AUTHORITY, the Contractor shall submit a Contractor's Cost and Schedule Proposal to the AUTHORITY within ten (10) days after receipt of an AWA. The proposal shall detail price and scheduling information showing all of the cost and time ramifications of the changes shown in the AWA. If any prices or other aspects are conditional, such as orders being made by a certain date or the occurrence of a particular event at a specified time, the Contractor shall identify these conditions in its proposal. The components to be used by the Contractor in preparing the proposal shall be those set forth in the Compensation and Payment Provisions and shall be presented in such a manner that all phases can be easily identified and certified upon request. The submittal shall include certified current cost or pricing data as described in the Article entitled AUDITS herein.

GC-19-G Issuance of an Amendment: When the Contractor's compensation for a Change and the required adjustments, if any, to the TCP and/or Schedule have been determined pursuant to the foregoing provisions, the AUTHORITY shall issue an Amendment setting forth the total Contract adjustments to be made.

1. Amendment

- a. The Amendment shall expressly state that it is the AUTHORITY's intention to treat the items described therein as changes in the Services.
- b. The Amendment shall identify scheduling requirements, time extensions, prices, and all costs of any nature arising out of the change and shall be accompanied by a Certificate of Current Cost or Pricing Data.
- c. The Amendment shall contain a statement that the adjustment to the TCP, if any, includes all amounts to which the Contractor is entitled as a result of the events giving rise to the Amendment. The execution of an Amendment by both parties shall be deemed to be an agreement to all costs and time of performance related to the change. There will be no reservation of rights by either party on a bi-lateral Amendment.
- d. For all Amendments greater than or equal to two hundred thousand dollars (\$200,000) a certificate of Conflict of Interest, must be submitted by the Contractor.

GC-19-H Except as expressly provided herein, no order, statement, or conduct of any person shall be treated as a Change under the Contract or entitle the Contractor to any adjustment under the Contract.

★ **GC-20 AUDITS**

GC-20-A Upon reasonable advance written notice, the AUTHORITY, its Authorized Representatives, and/or any firm of auditors appointed by the AUTHORITY or other authorized agencies shall have access at all reasonable times to all records and data maintained by the Contractor and its Subcontractors and Suppliers for the Contract for the purpose of auditing and verifying the Contractor's costs claimed to be due and payable hereunder in accordance with the FAR Sections 30 and 31 *et seq.* and generally acceptable accounting practices and principles. The AUTHORITY shall also have the right to reproduce any such records. The Contractor shall make said evidence (or, to the extent accepted by the AUTHORITY, photographs, micro-photographs, or other authentic reproductions thereof) available to the AUTHORITY at the Contractor's offices at all reasonable times and without charge. The Contractor and its

Subcontractors and Suppliers shall keep and preserve all such records for a period of at least three (3) years from and after Final Payment or if the Contract is terminated in whole or in part until three (3) years after the final termination agreement.

GC-20-B The operations of the Contractor, its Subcontractors and Suppliers shall be subject at any time to audits by the AUTHORITY and other authorized agencies to verify compliance with all Contract requirements relative to practices, methods, procedures, and documentation in accordance FAR Sections 30 and 31 et seq. and generally accepted accounting practices and principles.

GC-20-C With respect to changes made pursuant to the Article entitled CHANGES herein, the following shall apply:

1. If the Contractor has submitted cost or pricing data in connection with the pricing of any Amendment to the Contract (unless the pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation) the AUTHORITY and other authorized agencies shall have the right to examine, copy and audit books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing or performing the modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data.
2. The Contractor shall maintain and segregate cost and pricing data, books, records, documents, and any other accounting evidence sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and/or anticipated to be incurred.
3. For a period of three (3) years from the date of Final Payment under the Contract, and prior to the execution of any Amendment that exceeds one hundred thousand dollars (\$100,000), the AUTHORITY, or its Authorized Representatives, shall have the right to examine all books, records, documents, and any other applicable data that relate to the negotiation and/or performance of an Amendment for the purpose of evaluating the accuracy and completeness of the cost or pricing data submitted by the Contractor. To the extent that the examination reveals inaccurate, incomplete, or non-current data, the data shall be considered defective; if the audit indicates the Contractor has been overpaid under a previous payment application such overpayment will be credited against current progress payment applications, and the TCP shall be adjusted pursuant to the Article entitled CHANGES herein. (Exceptions to this requirement are pricing for CCRs/Amendments based on Contract unit prices, adequate price competition, established catalog or marked prices for commercial items sold in substantial quantities to the public, and/or prices set by law or regulation.)
4. The AUTHORITY, or its Authorized Representatives, may require that the Contractor supply appropriate documentation to support the prices proposed for Contract changes and may refuse to complete negotiations until satisfactory documentation is submitted. Once a Contract CCR/Amendment is executed, the Contractor's records shall be subject to audit and inspection.
5. Also subject to audit review by the AUTHORITY, or its Authorized Representatives, shall be the Contractor's Records relating to those items on a progress payment application that relate to:
 - a. Services performed under an AWA;

- b. Goods or Services not yet incorporated into the Services; and
- c. Services performed under a CCR/Amendment negotiated on a cost reimbursable unit price, or lump sum basis.

If the audit indicates that the Contractor has been overpaid under a previous payment application, that overpayment shall be credited against current progress payment applications.

GC-20-D Defective Cost and Pricing Data: This Subarticle applies to any Contract modification involving aggregate increases and/or decreases in cost plus applicable profits expected to exceed one hundred thousand dollars (\$100,000):

1. Contractor Data

- a. If any price, including profit, negotiated in connection with any Contract modification under this Article, was increased by more than one hundred thousand dollars (\$100,000), and:

- (1) the Contractor supplied certified cost or pricing data that were not complete, accurate, and current; or
- (2) a Subcontractor or prospective Subcontractor supplied the Contractor certified cost or pricing data that were not complete, accurate, and current; or
- (3) a Supplier or prospective Supplier, supplied the Contractor certified cost or pricing data that were not complete, accurate, and current; or
- (4) any of these parties furnished data of any description that were not accurate; then,

the price shall be reduced accordingly and the Contract shall be modified to reflect the reduction.

- b. If Subcontractor substitutions are made, any reduction in the TCP under this Subarticle which is due to defective data from a prospective Subcontractor who was not subsequently awarded the Subcontract shall be limited to the amount (plus applicable overhead and profit mark-up) by which the actual Subcontract, or the actual cost to the Contractor (if there was no Subcontract) was less than the prospective Subcontract cost estimate submitted by the Contractor. This is provided that the actual Subcontract price was not itself affected by defective cost or pricing data.
- c. The Contractor shall certify in substantially the form prescribed in Subsection 15.804.4 of the FAR that to the best of its knowledge and belief, the data submitted under this Article were accurate, complete and current as of the date of agreement on the negotiated price of the Contract or the Contract Amendment.

2. Subcontractor/Supplier Data

- a. Before awarding any Subcontract expected to exceed one hundred thousand dollars (\$100,000) when entered into, or pricing any Subcontract modification involving aggregate increases and/or decrease in costs, plus applicable profits, expected to exceed one hundred thousand dollars (\$100,000), the Contractor shall require the Subcontractor to submit cost or pricing data, in writing, unless the price is:
 - (1) based on adequate competition; or
 - (2) based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or
 - (3) set by law or regulation.
- b. The Contractor shall require the Subcontractor to certify in substantially the form prescribed in Subsection 15.804.4 of the FARs that to the best of its knowledge and belief, the data submitted under this Article were accurate, complete and current as of the date of agreement on the negotiated price of the Subcontract or Subcontract modification.

GC-20-E In addition to the Flow-Down requirements pertaining to Subcontractors, the Contractor shall include, and require the inclusion in all agreements entered into for the performance of the Services, a provision requiring that its Suppliers, Subcontractors, and any other parties shall observe and comply with all of the obligations under this Article in the same manner and to the same extent as the Contractor.

GC-20-F The requirements of this Article are in addition to other audit, inspection, and record keeping requirements specified elsewhere in the Contract.

GC-21 DISPUTED AUTHORITY ACTION

GC-21-A General

- 1. If the Contractor disputes the decision of the AUTHORITY it may file a claim within thirty (30) days of that decision. When requested by the AUTHORITY, the Contractor shall submit such further information and details as may be required to determine the facts and contentions involved in said claim. The Contractor shall give the AUTHORITY access to its books, records, and other materials relating to the Work, and shall cause its Subcontractors to do the same, so that the AUTHORITY can investigate said claims. The Contractor shall provide the AUTHORITY, on request, with copies of all such books, records, and other material determined to be pertinent to the claim.

Failure to submit sufficient detail to permit the AUTHORITY to conduct a review of the claim will result in rejection of the claim.

- 2. Each claim the Contractor submits for an adjustment that is related to a delay for any cause shall be accompanied by:
 - a. a revised performance schedule reflecting the effects of the delay; and
 - b. proposals to minimize these effects.

If a performance schedule has not been submitted to the AUTHORITY as required by the Contract, reflecting conditions prior to the delay for which relief is sought, then a performance schedule so reflecting these conditions shall be prepared and submitted with the claim. Failure to submit the required schedules will result in rejection of the claim.

3. If the Contractor fails to submit any claim in writing in the time and manner specified in this Article, it shall waive any relief that might otherwise be due with respect to such claim. Depending upon the grounds for the relief and the nature of the relief sought, additional information and/or conditions of submittal may be specified elsewhere herein.
4. If any claim or portion thereof remains in dispute following the ADR process, the Contractor may file a Government Code claim pursuant to Section 900 et seq. of the California Government Code. For purposes of those provisions, the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written claim until that claim is denied including any period of time utilized by the ADR process. The parties acknowledge that because of the scope and scale of construction claims as submitted by the Contractor, the forty-five (45) day statutory response or rejection period under Section 900 et seq. of the California Government Code, shall be extended to sixty (60) days and shall not be deemed to waive any statutory limits or other rights of the AUTHORITY.
5. The Contractor shall continue to work during the claim resolution process in a diligent and timely manner as directed by the AUTHORITY, and shall be governed by all applicable provisions of the Contract.
6. The Contractor shall maintain cost records of all Services which are the basis of any claim in the same manner as is required the Article entitled CHANGES herein.

GC-21-B Claims

1. The Contractor shall submit its claim in writing to the AUTHORITY who will immediately transmit it to the CRB for resolution. The CRB shall respond within sixty (60) days after receipt of the claim. The CRB may request in writing, within thirty (30) days of receipt of the claim, that the Contractor provide any additional documentation that may be required to support the Contractor's claim or documentation that may relate to defenses or claims the AUTHORITY may have against the Contractor. The CRB shall respond in writing to the Contractor's claim including any additional documentation as requested by the CRB, within either thirty (30) days of receipt of said additional documentation, if the Contractor responds during the initial sixty (60) day period, or within a period no longer than that taken by the Contractor in producing the additional documentation, whichever is greater. In no event shall the extension of the response time resulting from the CRB's request for additional documentation and the Contractor's response time be deemed to waive any statutory limits or rights to the AUTHORITY.
2. If the CRB finds the claim to have merit the Contractor and the AUTHORITY will negotiate the terms and value of an Amendment in accordance with the Article entitled CHANGES herein.
3. If the CRB finds the claim not to have merit the Contractor may, within ten (10) calendar days of receipt of the finding, submit the claim for ADR in accordance with

the Article entitled DISPUTED AUTHORITY ACTION RESOLUTION herein. The ADR process may include arbitration, mediation, or other recognized means for settling a dispute.

4. The recommendations of the ADR shall not be binding on either the AUTHORITY or the Contractor.
5. If the ADR finds the claim to have merit and both parties accept the recommendations, the AUTHORITY and the Contractor will negotiate the terms and value of an Amendment and submit it for the MTA Board Construction Committee's recommendation and the MTA Board's approval.

GC-21-C In no event shall any claims be made after Final Payment as detailed in the Compensation and Payment Provisions (Part D). Failure by the Contractor to submit claims in a timely manner shall result in a waiver by the Contractor as to such claims.

GC-22 DISPUTED AUTHORITY ACTION RESOLUTION

The parties will utilize their best efforts to negotiate resolution of claims in good faith utilizing an ADR process such as arbitration, or mediation, or other recognized ADR process for settling a dispute, acceptable to the parties to the Contract and in accordance with the Article entitled DISPUTED AUTHORITY ACTION herein.

★ **GC-23 SUSPENSION**

GC-23-A The AUTHORITY may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying, or interrupting all or any part of the Services for a specified period of time.

GC-23-B The Contractor shall comply immediately with any written order it receives from the AUTHORITY suspending the Services and take all reasonable steps to minimize costs allocable to the Services covered by the suspension during the period of suspended Services. The Contractor shall resume performance of the suspended Services upon expiration of the notice of suspension, or upon direction of the AUTHORITY.

GC-23-C The Contractor shall be allowed an increase in the TCP or an extension of the Contract Time or both, directly attributable to any suspension, provided that the Contractor makes an approved claim as provided in the Article entitled DISPUTED AUTHORITY ACTION herein. However, no adjustment shall be made under this Article for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment or an extension of time is provided for or excluded under any other term or condition of the Contract.

GC-23-D Submittal of an CCR by the Contractor for an adjustment of the Contract Price or the Contract Time shall be filed in compliance with the Article entitled DISPUTED AUTHORITY ACTION herein; within twenty (20) days after the end of the Services suspension. The provisions of this Article shall only apply if a written order of suspension is issued by the AUTHORITY.

★ **GC-24 TERMINATION FOR CONVENIENCE OF THE AUTHORITY**

GC-24-A The performance of the Services under the Contract may be terminated at any time, in whole or in part, as determined by the AUTHORITY in its sole discretion. Such termination will be accomplished by delivery of a Notice of Termination to the Contractor, specifying the extent

to which performance of the Services under the Contract shall be terminated and the date upon which such termination shall become effective.

GC-24-B After receipt of a Notice of Termination, except as otherwise directed by the AUTHORITY, the Contractor shall:

1. Stop Services under the Contract on the date and to the extent specified in the Notice of Termination.
2. Terminate all orders and Subcontracts that relate to the performance of the Services terminated by the Notice of Termination.
3. Place no further orders or Subcontracts for Goods or Services, except as may be necessary for completion of that portion of the Services that has not been terminated.
4. Settle outstanding liabilities and claims arising out of such termination of orders and Subcontracts, with the acceptance of the AUTHORITY if required (which acceptance shall be final for the purposes of this Article).
5. Assign to the AUTHORITY in the manner, at the times, and to the extent directed by the AUTHORITY all of the rights, titles, and interests of the Contractor under the orders and Subcontracts so terminated; in which case the AUTHORITY will have the right, at its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts.
6. Transfer title and deliver to the AUTHORITY in the manner, at the times, and to the extent directed by it:
 - a. Services in process, completed Services, and other Goods procured as a part of, or acquired in connection with, the performance of the Services terminated; and
 - b. the completed or partially completed plans, drawings, information, and other items that would have been required (per the Scope of Work {Part A}) to be furnished to the AUTHORITY if the Contract had been completed.
7. Use its best efforts to sell the property of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the AUTHORITY, providing that the:
 - a. Contractor is not required to extend credit to any purchaser;
 - b. Contractor may acquire any such property under the prescribed conditions; and/or
 - c. proceeds of any such transfer or disposition are applied or otherwise credited to reduce payments made by the AUTHORITY to the Contractor under the Contract.
8. Take any action that may be necessary, or that the AUTHORITY may direct, for the protection and preservation of the property related to the Contract that is in the possession of the Contractor and in which the AUTHORITY has or may acquire an interest.

9. Complete performance of that portion of the Services that has not been terminated by the Notice of Termination, as applicable and in accordance with the Contract.

GC-24-C After receipt of a Notice of Termination for the AUTHORITY's convenience, the Contractor shall submit its termination claim to the AUTHORITY, in the form and with the certification(s) prescribed by the AUTHORITY. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions are granted in writing by the AUTHORITY upon written request of the Contractor during such six (6) month period or authorized extension thereof. However, the AUTHORITY may receive and act upon any termination claim at any time after the six month period or any extension thereof, if it determines that the facts justify such action. Upon failure of the Contractor to submit its termination claim within the time specified, the AUTHORITY will determine the amount due the Contractor, if any, on the basis of information available, and will pay the Contractor the amount so determined. Such payment shall be in full settlement for Services performed under the Contract.

GC-24-D Subject to the provisions of the above Subarticle, the Contractor and the AUTHORITY may agree upon the total or partial amount to be paid to the Contractor by reason of the total or partial termination of the Services pursuant to this Article. The agreed-upon amount may include an allowance for profit solely on the Services performed, providing that said amount, exclusive of settlement costs, does not exceed the TCP as reduced by the payments made previously and as further reduced by that portion of the TCP that is attributable to the terminated portion of the Services. The Contract will be amended accordingly and the Contractor will be paid the agreed-upon amount. Nothing in the following Subarticle, which deals with the failure to reach agreement on the total amount to be paid to the Contractor, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this Subarticle.

GC-24-E In the event of failure of the Contractor and the AUTHORITY to agree on the total amount to be paid the Contractor by reason of the termination of Services pursuant to this Article, the AUTHORITY will pay the Contractor the amounts determined by the AUTHORITY as follows, exclusive of any amounts agreed-upon in accordance with the preceding Subarticle:

1. The amount of the TCP allocable to the portion of the Services properly performed by the Contractor as of the date of termination, including overhead and profit, as determined in accordance with the Compensation and Payment Provisions (Part D), reduced by any sums previously paid to the Contractor.
2. The cost of settling and paying claims arising out of the termination of the Services under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of Goods delivered or Services furnished by Subcontractors prior to the effective date of the Notice of Termination of Services under the Contract, (which amounts are included in Sub-Subarticle GC-24-E 1. above).
3. Profit on the cost of Services performed is included in the amount determined in Sub-Subarticle GC-24-E-1. above. However, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contractor shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.
4. The reasonable cost of preserving and protecting property will also be paid, as well as any other reasonable costs incidental to the termination of the Services under the Contract, including expense incurred to determine the amounts due.

GC-24-F The total sum to be paid to the Contractor, exclusive of the settlement amounts described in the Subarticle immediately above, shall not exceed the TCP less the:

1. payments made previously; and
2. the TCP for the terminated portion of the Services.

Except to the extent that the AUTHORITY will have otherwise expressly assumed the risk of loss, the fair value (as determined by the AUTHORITY) of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the AUTHORITY or other buyer as described above) shall be excluded from the amounts paid to the Contractor.

GC-24-G In arriving at the amount due the Contractor under this Article, a deduction shall be made for the following:

1. any claim that the AUTHORITY may have against the Contractor in connection with the Contract; and
2. the agreed-upon price for and/or proceeds from the sale of Goods or other items acquired or sold by the Contractor that have not been otherwise recovered by or credited to the AUTHORITY.

GC-24-H Under such terms and conditions as it may prescribe and at its sole discretion, the AUTHORITY may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever the AUTHORITY decides that the aggregate of such payments is within the amount to which the Contractor is entitled hereunder. If the total of such payments is in excess of the amount finally agreed-upon or determined to be due under this Article, such excess shall be payable by the Contractor to the AUTHORITY upon demand, together with interest at a rate equal to that set forth in California Code of Civil Procedure Section 685.010.

GC-24-I Prior to the settlement of the terminated portion of the Contract, the Contractor may file a written request with the AUTHORITY for an adjustment of the price(s) relating to any unexpired portion of the Contract. Any agreed upon adjustment will be made in such price(s).

GC-24-J Under no circumstances shall the Contractor be entitled to anticipatory or unearned profits or consequential damages as a result of a termination or partial termination under this Article, or for any other termination by the AUTHORITY. The payment to the Contractor determined in accordance with this Article shall constitute the exclusive remedy of the Contractor for a termination hereunder.

GC-24-K Anything contained in the Contract to the contrary notwithstanding, a termination under this Article shall not waive any right or claim to damages that the AUTHORITY may have; the AUTHORITY may pursue any cause of action that it may have by law or under the Contract.

GC-24-L If the termination hereunder is only for a part of the Services, the TCP shall be reduced by the amount of the TCP allocable to the portion of the Services which is terminated, including overhead and profit, on the basis of one or more of the following:

1. Unit Prices stated in the Contract or agreed upon by the AUTHORITY and the Contractor.

2. A lump sum agreed upon by the AUTHORITY and the Contractor, based on the estimated costs including overhead and profit of the omitted portions of the Services.

★ **GC-25 TERMINATION FOR DEFAULT**

GC-25-A The AUTHORITY will have the right to terminate the Contractor's Services, in whole or in part, for default under any of the following circumstances:

1. Failure of the Contractor to perform any obligation required under the Contract or violation of any duty required of the Contractor under the Contract.
2. Bad faith by the Contractor.
3. Violation of an authorized order or requirement of the AUTHORITY by the Contractor.
4. Abandonment of the Contract.
5. Assignment or subcontracting of the Contract or any Services hereunder without acceptance of the AUTHORITY.
6. A filing by or against the Contractor of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.
7. Failure of the Contractor to pay any of its debts owing to any parties performing Services on the Contract, or the failure of the Contractor to pay its debts incurred on the Contract as they become due, providing that such failure continues for a period of ten (10) working days after written notice to the Contractor by the AUTHORITY.
8. The attachment, levy, execution, or other judicial seizure of any portion of the Contractor's property, or any substantial portion of the other assets of the Contractor, which is not released, expunged, or discharged within a period of ten (10) working days.
9. Material failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to the Contractor, the Services, the Contract or the Project.
10. Failure to indemnify any party that the Contractor is obligated to indemnify under the Article entitled LIABILITY AND INDEMNIFICATION herein or elsewhere under the Contract.
11. Failure to promptly correct or re-perform rejected Services.
12. Conviction of the Contractor or any of its officers, partners, principals, or employees for a violation of any federal, state or local safety law or regulation, or for a crime arising out of, or in connection with, the Services to be done or payment to be made under the Contract.
13. The Contractor's refusal or failure to diligently prosecute the Services, or any separable part thereof, to ensure its completion within the time specified in the Contract or any extension thereof, or refusal or failure to complete such Services within such time.

GC-25-B If, in the opinion of the AUTHORITY, the Contractor is in default of the Contract, the AUTHORITY will so notify the Contractor by issuing a Cure Notice. If the Contractor fails to

remedy or commence to remedy the default within five (5) days after receipt of such Notice, the AUTHORITY may, by written notice, terminate the Contractor's right to proceed under all or such part of the Contract as the AUTHORITY at its sole discretion deems to be in its best interest. Whether or not the Contract is terminated, the Contractor shall be liable for any damage to the AUTHORITY resulting from the Contractor's refusal or failure to complete the Services in the specified time.

GC-25-C Upon receipt of a Notice of Termination for default from the AUTHORITY, the Contractor shall:

1. Stop all Services under the Contract on the date and to the extent specified in the Notice of Termination.
2. Place no further orders or Subcontracts for Goods or Services except as may be necessary for completion of such portions of the Services expressly excluded from the Notice of Termination.
3. Communicate any Notice of Termination to the affected Subcontractors and Suppliers, and any other parties, at any tier.
4. Terminate all orders and Subcontracts to the extent that they relate to the performance of Services covered by the Notice of Termination.
5. Comply with all other requirements of the AUTHORITY as may be specified in the Notice of Termination.

GC-25-D Upon the AUTHORITY'S termination of the Contractor's right to proceed with the Services because of the Contractor's default under the Contract, the AUTHORITY shall have the right to complete the Services by whatever means and methods it deems advisable. The AUTHORITY will not be required to obtain the lowest prices for completing the Services, but shall make such expenditures that, in the AUTHORITY's sole judgement, best accomplish such completion.

GC-25-E The expense of completing the Services together with a reasonable charge for engineering, managerial, and administrative Services, as certified by the AUTHORITY, shall be charged to the Contractor. The AUTHORITY shall deduct said amount out of such monies that may be due or may at any time thereafter become due the Contractor. In case such expense is in excess of the sum that would otherwise have been payable to the Contractor under the Contract, the Contractor shall promptly pay the amount of said excess to the AUTHORITY upon notice thereof. The AUTHORITY may, at its sole discretion, withhold all or any part of any progress payments or other monies otherwise due the Contractor until completion and final settlement of the Services covered by the Notice of Termination.

GC-25-F If the AUTHORITY so terminates the Contractor's right to proceed, the resulting damage shall include, but not be limited to, any increased costs incurred by the AUTHORITY in completing the Services, and amounts paid to third parties by the AUTHORITY on account of any claims made against the AUTHORITY relating to the Services.

GC-25-G If the Contract is terminated as specified in this Article, the AUTHORITY may require that the Contractor transfer title to and deliver the following items to the AUTHORITY as directed: any Goods, fixtures, plans, drawings, information, reports, estimates, contract rights and other items that the Contractor has specifically produced or acquired for the terminated portion of the Contract and would have been required to be furnished to the AUTHORITY if the Contract had been completed. The Contractor also shall, at its sole expense, protect and preserve property in its possession in which the AUTHORITY has an interest.

GC-25-H If, after Notice of Termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the Contractor was entitled to an extension of time under the Article entitled EXTENSION OF TIME herein, the rights, obligations, and remedies of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Article entitled TERMINATION FOR CONVENIENCE OF THE AUTHORITY herein.

GC-25-I The right to terminate for default and any other rights and remedies of the AUTHORITY specified in this Article are in addition to any other rights and remedies allowed to the AUTHORITY by law or under the Contract.

★ **GC-26 ASSIGNMENT**

GC-26-A The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract (or the right, title, or interest in it or any part of it) without the prior written consent and endorsement of the AUTHORITY. The endorsed consent, or copy thereof, shall be attached to a copy of the Contract and filed at the AUTHORITY.

GC-26-B No right under the Contract shall be asserted against the AUTHORITY, in law or in equity, by reason of any assignment of the Contract, or any part thereof, unless authorized by the AUTHORITY as specified in this Article.

GC-26-C Any assignment of proceeds of the Contract shall be subject to all proper setoffs and withholdings in favor of the AUTHORITY and to all deductions specified in the Contract. All monies withheld, whether assigned or not, shall be subject to being used by the AUTHORITY for completion of the Services, pursuant to the terms of the Contract. In the event that the AUTHORITY consents to such assignment of monies, written notice thereof shall be given by the Contractor to the AUTHORITY at least ten (10) days before payment is due.

★ **GC-27 ENVIRONMENTAL COMPLIANCE**

GC-27-A The Contractor shall include the requirements of the following Subarticles in every Subcontract that is more than one hundred thousand dollars (\$100,000) and shall take such action as the AUTHORITY directs to enforce these requirements.

GC-27-B The Contractor shall comply with all air, water, and noise pollution provisions set forth in the Scope of Work (Part A).

GC-27-C Air Quality Control

1. The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Air Act (42 U.S.C. Sections 7401 et seq.); all applicable standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by the AUTHORITY in accordance with state and federal laws.
2. The Contractor shall comply with all rules, regulations, and ordinances of the South Coast Air Quality Management District (SCAQMD) and statutes of the State that apply to any Services performed pursuant to the Contract, including any air quality control rules, regulations, ordinances, and statutes specified in Section 11017 of the California Government Code. Contractor, Subcontractors, and Suppliers shall submit evidence to the AUTHORITY that the governing air quality control criteria are being met; such evidence will be retained by the AUTHORITY.

3. In the absence of applicable air quality control rules, regulations, ordinances, or statutes governing solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Contract, the Contractor shall comply with the applicable material requirements of the SCAQMD. Containers of paints, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.
4. The Contractor shall comply with California state law regarding pollution controls in purchasing new motor vehicles with project funds.
5. Material to be disposed of shall not be burned.

GC-27-D Water Quality: The Contractor shall comply with all applicable standards, orders, and requirements issued under the Clean Water Act (33 U.S.C. Sections 1251 et seq.); all applicable water standards of the State of California; and all clarifications, mitigation measures, and any other requirements approved by the AUTHORITY in accordance with state and federal laws.

GC-27-E Environmental Protection Agency Regulations

1. The Contractor shall comply with all applicable regulations (40 CFR Part 15) of the Environmental Protection Agency (EPA).
2. The Contractor shall not use any facility in the performance of the Contract that is listed on the EPA List of Violating Facilities, unless and until the EPA eliminates said name of such facility from said listing. The Contractor shall promptly notify the AUTHORITY of the receipt of any communication from the Director, Office of Federal Activities, EPA (or any successor agency), indicating that a facility to be used by the Contractor is under consideration for listing on the EPA List of Violating Facilities. The Contractor shall also report violations to the AUTHORITY, to the FTA, and to the EPA Assistant Administrator for Enforcement.

GC-27-F Energy Conservation: The Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.). Refer to the Scope of Work (Part A) for energy conservation measures.

★ **GC-28 HISTORICAL, ARCHAEOLOGICAL, PALEONTOLOGICAL, AND SCIENTIFIC DISCOVERIES**

All things of historical, archaeological, paleontological, or scientific interest encountered by the Contractor during performance of the Services shall be reported immediately to the AUTHORITY. Work in the vicinity of the discovery shall be halted in order to preserve and protect it until its significance can be determined by the AUTHORITY. The AUTHORITY will issue instructions to the Contractor with respect to the disposition of the discovery.

★ **GC-29 USE OF THE AUTHORITY'S NAME BY THE CONTRACTOR**

The AUTHORITY shall review and approve all AUTHORITY related copy proposed to be used by the Contractor for advertising or public relations purposes prior to publication. The Contractor shall not allow AUTHORITY-related copy to be published in its advertisements and public relations programs prior to receiving such approval. The Contractor shall ensure that all published information is factual and that it does not in any way imply that the AUTHORITY endorses the Contractor's firm, service, and/or product.

- ★ **GC-30 CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC**
- GC-30-A **Contact With News Media:** The Contractor shall refer all inquires from the news media to the AUTHORITY, and shall comply with the procedures of the AUTHORITY's Public Affairs Staff regarding statements to the media relating to the Contract or the Services.
- GC-30-B **Coordinating With the Public:** The Contractor shall designate a staff person acceptable to the AUTHORITY to keep the AUTHORITY informed of all impacts on the community resulting from the Services of the Contract. This designated staff person may be the Contractor's Project Manager, or other employee acceptable to the AUTHORITY; the person does not need to be full time.
- GC-30-C **Complaints:** If the Contractor receives a complaint from a citizen or the community, the Contractor shall inform the AUTHORITY about what action was taken to alleviate the situation.
- ★ **GC-31 WHISTLEBLOWER REQUIREMENTS**
- GC-31-A No Contractor shall adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or federal regulation; nor shall an employer retaliate against an employee for taking such actions as set forth in the California Labor Code Sections 1101 et seq.
- GC-31-B The Contractor shall post and maintain all AUTHORITY Telephone Hotline literature provided by the AUTHORITY ("Hotline Literature") at the Worksites during the term of the Contract. All Hotline Literature is to be posted in prominent locations that are highly visible and accessible to the Contractor's employees. The Contractor shall not hinder or coerce its employees from using the AUTHORITY Telephone Hotline to voice ideas, suggestions, or concerns relative to the performance of any AUTHORITY contract. The Contractor shall provide access to AUTHORITY representatives for the purpose of verifying the Contractor's adherence to this Article. In the event AUTHORITY inspection finds the Contractor has failed to comply herewith, the Contractor shall correct such failures including, but not limited to, replacing Hotline Literature and sponsoring training sessions, with AUTHORITY representatives, on the use of the AUTHORITY Telephone Hotline.
- ★ **GC-32 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**
- The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act in performing the Services under the Contract.
- ★ **GC-33 SEVERABILITY**
- In the event any Article, section, Subarticle, paragraph, sentence, clause, or phrase contained in the Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, Subarticles, paragraphs, sentences, clauses, or phrases of the Contract, which shall remain in full force and effect as if the Article, section, Subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in the Contract.
- ★ **GC-34 GOVERNING LAW**
- GC-34-A The Contract shall be governed by and interpreted in accordance with the laws of the State of California.

GC-34-B By entering into the Contract, the Contractor consents and submits to the jurisdiction of the Courts of the State of California over any action at law, suit in equity, and/or other proceeding that may arise out of the Contract.

★ **GC-35 PUBLIC RECORDS ACT**

GC-35-A All records, documents, drawings, plans, specifications, and all other information relating to the conduct of the AUTHORITY's business, including information submitted by the Contractor, shall become the exclusive property of the AUTHORITY and shall be deemed public records. Said information shall be subject to the provisions of the California Public Records Act (Government Code Section 6250 et seq.). The AUTHORITY's use and disclosure of its records are governed by this Act.

GC-35-B During the course of performing Services under any contract awarded, the AUTHORITY will receive submittals clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", as determined by the submitting party. The AUTHORITY will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the AUTHORITY be responsible or liable to the submitter or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of the AUTHORITY or its officers, employees, and/or contractors.

GC-35-C The AUTHORITY will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definition of "Trade Secret". The submitting party shall be solely responsible for all determinations made under the Act, and for clearly and prominently marking each and every page or sheet of information with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the California Public Records Act and its applicability to the submitting party's own circumstances.

GC-35-D In the event of litigation concerning the disclosure of any information submitted by the submitting party, the AUTHORITY's sole involvement will be as a stake holder, retaining the information until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the information and shall indemnify and hold the AUTHORITY harmless from all costs and expenses including attorney's fees in connection with any such action.

★ **GC-36 LIABILITY AND INDEMNIFICATION**

GC-36-A To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, fully defend, indemnify and hold harmless the AUTHORITY, their subsidiaries, and any of their respective members, directors, officers, employees and Agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of the Contractor or any of its officers, Agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them, in connection with or relating to or claimed to be in connection with or relating to the Services, the Contract, or the Project, including but not limited to any costs or liability on account of:

1. personal injury to or death of any person (including employees of the parties to be indemnified) or for damage to or loss of use of property (including property of the AUTHORITY); and
2. the AUTHORITY's reliance upon the use of data or other information provided or delivered by the Contractor pursuant to the Contract.

GC-36-B The indemnification specified in this Article shall apply even in the event of the act, omission, fault, or negligence, whether active or passive, of the party or parties to be indemnified, but shall not apply to claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising from the sole negligence or willful misconduct of, or defects in design furnished by, the party or parties to be indemnified.

GC-36-C The indemnification specified in this Article shall survive termination of the Contract or Final Payment thereunder and is in addition to any other rights or remedies that the AUTHORITY, may have under the law or under the Contract. In the event of any claim or demand made against any party that is entitled to be indemnified hereunder, the AUTHORITY may at its sole discretion reserve, retain, and/or apply any monies due the Contractor under the Contract, for the purpose of resolving such claims; provided, however, that the AUTHORITY may release such funds if the Contractor gives the AUTHORITY reasonable assurance that the AUTHORITY's interests will be protected. The AUTHORITY shall, at its sole discretion, determine whether such assurance is reasonable.

GC-36-D Claims against the indemnified parties by any employee of the Contractor, its Subcontractors, Suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit the Contractor's indemnification obligation as set forth above, including the amount and/or type of damages, compensation, and/or benefits payable by or for the Contractor or its Subcontractors under workers' compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

GC-36-E Nothing contained in the Contract is intended to or shall have the effect of creating any rights in any third party against the AUTHORITY. The inclusion of the Contract or any part thereof in any other document shall not be deemed to be incorporating any obligation, duty, or liability on the part of the AUTHORITY. The Contractor shall indemnify the AUTHORITY in accordance with the provisions of this Article against any claim made by any third party claiming rights under the Contract.

GC-36-F If the Contractor is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of the Contractor that are assumed under or arise out of the Contract. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of the Contractor contained in, resulting from or assumed under the Contract, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

GC-36-G The Contractor acknowledges that the rights and remedies of the AUTHORITY specified herein are in addition to and do not limit any rights or remedies of the AUTHORITY afforded by the Contract or by law.

★ **GC-37 RIGHTS IN TECHNICAL DATA, PATENTS AND COPYRIGHTS**

GC-37-A Technical data, as used herein, means any form or format of technical writing, pictorial reproductions, drawings or other graphic representations, and documents of a technical nature, including computer software and program listings, which are developed or required to be delivered pursuant to the Contract. The term does not include financial reports, cost analyses,

and other information incidental to contract administration. Technical data includes, but is not limited to:

1. manuals or instructional information prepared for installation, operation, maintenance, or training purposes;
2. data pertaining to items, components, or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements; and
3. computer and microprocessor software documentation including program design language or pseudo-code listings, fully annotated source code and machine level listings, but excluding computer software required to be developed pursuant to the Contract, which software shall be subject to the Article entitled SOFTWARE of the Special Provisions (Part C).

The AUTHORITY shall have the right, for the purpose of operating and maintaining the Transit System or any equipment or other items supplied by the Contractor, to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Article entitled PUBLIC RECORDS ACTS herein.

GC-37-B The Contractor shall agree to grant to the AUTHORITY and to its officers, Agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, and use as it deems fit all technical data covered by copyright supplied for the Contract. No such copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the AUTHORITY to use such in the manner herein described. The Contractor shall secure and deliver to the AUTHORITY the written permission of third parties claiming patent, copyright or proprietary rights in Technical Data for the AUTHORITY to use such Technical Data in the manner herein described.

GC-37-C The Contractor warrants that the Services and Goods used on and/or incorporated into the Goods shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. The Contractor shall indemnify, hold harmless and defend the AUTHORITY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any United States patent or copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of the Goods furnished under the Contract. The Contractor shall promptly submit in reasonable written detail, any potential patent or copyright infringement claim of which either becomes aware, and any notice or claim of patent or copyright infringement received by either arising out of the performance of the Contract, or out of the use of any Goods furnished hereunder.

When use of these Goods, and/or processes are judged to be an infringement and their use is banned, the Contractor, at its own expense, shall, with the concurrence of the AUTHORITY, do one of the following:

1. secure for the AUTHORITY the right to continue using said Goods, and/or processes by suspension of the injunction or by procuring a license(s);
2. replace said Goods, and/or processes with non-infringing Goods, and/or processes;
3. modify said Goods, and/or processes, so that they become non-infringing; or

4. remove said Goods, and/or processes and refund the sum paid therefor without prejudice to any other rights of the AUTHORITY.

The preceding subarticles shall not apply to Goods and/or processes furnished to the detailed design of the AUTHORITY contained in the Contract Documents.

GC-38 AGENT TO ACCEPT SERVICE

The Contractor shall maintain within Los Angeles County a duly authorized Agent as identified in the Article entitled NOTICE AND SERVICE THEREOF of the Special Provisions (Part C) to accept service of legal process on its behalf, and shall keep the AUTHORITY advised of such Agent's name and address during the duration of the Contract and for three (3) years after Final Payment, or as long as the Contractor has warranty obligations under the Article entitled WARRANTY herein, whichever period terminates later. In the event that no such duly authorized Agent is on file with the AUTHORITY, the Contractor agrees that the Secretary of State of the State of California shall be the Contractor's Agent for service of legal process.

★ **GC-39 CONTRACTOR CONFLICT OF INTEREST**

GC-39-A The restrictions described herein shall apply to the performance or participation by the Contractor and any of its affiliates or the successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, Subcontractor, co-sponsor, venturer, or in any similar capacity in the completion of the Contract. The AUTHORITY will accept materials clearly and prominently labeled "TRADE SECRET", "CONFIDENTIAL" or "PROPRIETARY", as determined by the submitting party. Information furnished voluntarily by its owner without limitations on its use, or becomes available without restrictions from other sources, is not considered proprietary.

1. The Contractor shall not be permitted to participate in any capacity in contracts, subcontracts, or proposals (solicited or unsolicited) which may arise from its performance under the Contract and from any solicitations relating to the Project.
2. If the Contractor in the performance of the Contract, obtains access to information marked or identified as "TRADE SECRET" "CONFIDENTIAL" or "PROPRIETARY", the Contractor agrees not to use or release such information for any purpose without prior written consent unless such information has previously been released or otherwise made available to the public by the AUTHORITY.

If the Contractor obtains access to information not defined as "TRADE SECRET" "CONFIDENTIAL" or "PROPRIETARY", provided as part of a bid or proposal to the AUTHORITY the Contractor agrees not to use or release such information for any purpose without prior written consent unless such information has previously been released or otherwise made available to the public by the AUTHORITY.

3. The Contractor agrees that, to the extent it receives or is given access to proprietary data, under the contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. The Contractor shall obtain from each employee who has access to proprietary data under the Contract, a written agreement which shall provide that such employee shall not, during their employment by the Contractor or for one (1) year thereafter, disclose

to others or use for their benefit, or the benefit of others, data received in connection with the performance of Services under the Contract.

GC-39-B The Contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier.

GC-39-C Representations and Disclosures

1. The Contractor represents that it has disclosed to the AUTHORITY, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest.
2. The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to the Contract, a prompt and full disclosure shall be made in writing to the AUTHORITY which shall include a description of the action the Contractor has taken or proposed to take to avoid or mitigate such conflicts.

GC-39-D Remedies

1. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning the Contract, the AUTHORITY may terminate the Contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or under the Contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential therefor) subsequent to Contract award, the AUTHORITY may terminate the Contract for convenience if such termination is deemed to be in the best interest of the AUTHORITY.
2. The parties recognize that this clause has potential effects which will survive the performance of the Contract.

★ **GC-40 GRATUITIES AND CONFLICTS OF INTEREST**

GC-40-A The Contractor shall not permit any member, officer, or employee of the AUTHORITY to have any financial interest in the Contract prohibited by Sections 1090 et seq. and 87100 et seq. of the Government Code of the State of California. In addition, the Contractor or its employees shall not enter into any contract involving Services or property with a person or business prohibited from transacting such business with the AUTHORITY, pursuant to Sections 1090 et seq. and 87100 et seq. of the Government Code of the State of California. Unless an explicit statement to the contrary accompanies the Contractor's Qualification/Proposal, the Contractor affirms that no AUTHORITY member, officer, or employee of the AUTHORITY has any interest (whether contractual, non-contractual, financial, or otherwise) in this transaction or in the business of the Contractor. If any such interest becomes known to the Contractor at any time, the Contractor shall submit a full and complete written disclosure of such information to the AUTHORITY, even if such interest would not be considered a conflict under Sections 1090 et seq. and 87100 et seq. of the Government Code of the State of California.

GC-40-B Neither the Contractor nor its Agents shall give or offer to give any campaign contribution to any member of the MTA Board's Construction Committee or MTA Board, in violation of California Government Code Section 84308. The Contractor will be required to submit a Certification of Conflict of Interest with all Amendments of two hundred thousand dollars (\$200,000) or more.

GC-40-C As a default under the Article entitled TERMINATION FOR DEFAULT herein, the AUTHORITY may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract if it is found that gratuities (in the form of gifts, entertainment, or otherwise) were offered or given by the Contractor, or any Agent of the Contractor, to any director, officer, and/or employee of the AUTHORITY.

GC-40-D Employment by the Contractor of personnel on the payroll of the AUTHORITY is not permitted in the performance of the Contract, even though such employment may be outside the AUTHORITY employee's regular working hours or on Saturdays, Sundays, holidays or vacation time; further employment by the Contractor of personnel who have been on the AUTHORITY's payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon the Contractor securing this or a related Contract with the AUTHORITY, is also prohibited. This Article shall not apply to Consultant's regarded as experts in their field when required to complete Services on the Contract.

GC-40-E The rights and remedies of the AUTHORITY specified in this Article are not exclusive and are in addition to any other rights and remedies allowed by law.

★ **GC-41 COMPLIANCE WITH LOBBYING POLICY**

GC-41-A The Contractor agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined in the Policy and Guidelines on Lobbying set forth in Part J of the Contract (the "Policy"), it shall comply and ensure that its Lobbying Firm and/or Lobbyist complies with the Policy.

GC-41-B The Contractor shall keep and ensure that its Lobbying Firm and/or Lobbyist keeps detailed accounts, records, bills and receipts relating to payments received, made, expected to be received or expenses incurred as required by the Policy for a period of four (4) years and shall make such documentation reasonably available to the AUTHORITY. The AUTHORITY shall have the right to inspect such documentation for the purposes of auditing for compliance with, or enforcement of the Policy.

GC-41-C If the Contractor (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with the Policy, such failure shall be considered a material breach of the Contract and the AUTHORITY shall have all rights and remedies available at law, including without limitation, the right to immediately terminate or suspend the Contract.

GC-41-D If the AUTHORITY finds that any of the Contractor's Subcontractors has not complied with the Policy, the AUTHORITY shall have the right to direct the Contractor to terminate such Subcontractor's contract.

Upon written notice from the AUTHORITY stating that the Contractor's Subcontractor has not complied with the Policy and directions to terminate the Subcontractor's contract, the Contractor shall terminate such Subcontractor's contract.

GC-41-E The Contractor shall include a termination clause in all contracts with a Subcontractor which will allow the Contractor to terminate such contract if the AUTHORITY finds that the Subcontractor has not complied with the Policy.

GC-41-F Failure to comply with this Article shall be considered a material breach of the Contract and the AUTHORITY shall have all rights and remedies available at law, including, without limitation, the right to immediately terminate or suspend the Contract.

GC-41-G Any joint venture partner or Subcontractor of any tier, who is also a Lobbying Firm as defined in Public Utility Code Section 130051.18, shall be precluded from Lobbying for Lobbyist Employers other than the Construction Management Consultant on AUTHORITY matters for the duration of the Contract.

★ **GC-42 COVENANT AGAINST CONTINGENT FEES**

GC-42-A The Contractor warrants that no person or agent has been specifically employed or retained to solicit or obtain the Contract in exchange for a contingent fee, except a bona fide employee or agent. A breach or violation of this warranty, shall be considered a breach of Contract pursuant to the Article entitled TERMINATION FOR DEFAULT herein. In addition to any rights and remedies otherwise provided for in the Contract or by law, the AUTHORITY may deduct from the TCP or consideration, or otherwise recover, the full amount of the contingent fee.

GC-42-B "Bona fide Agent", as used in this Article, means an established commercial or selling entity that is maintained by the Contractor for the sole purpose of securing business and that neither exerts nor proposes to exert improper influence to solicit or obtain AUTHORITY contract(s) nor holds itself out as being able to obtain any AUTHORITY contract(s) through improper influence.

GC-42-C "Bona fide employee", as used in this Article, means a person who is employed by the Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert improper influence to solicit or obtain AUTHORITY contract(s) nor holds itself out as being able to obtain any AUTHORITY contract(s) through improper influence.

GC-42-D "Contingent fee", as used in this Article, means any commission, percentage, or other sum that is payable only upon success in securing an AUTHORITY contract.

GC-42-E "Improper influence," as used in this Article, means any influence that induces or tends to induce an AUTHORITY employee, officer, Contractor, Subcontractor, Agent, or Consultant to give consideration or to act regarding an AUTHORITY contract on any basis other than the merits of the matter.

GC-43 NO WAIVER

Failure of the AUTHORITY to enforce at any time, or from time to time, any provision of the Contract shall not be construed as a waiver thereof.

No waiver by the AUTHORITY of any breach of any provision of the Contract shall constitute a waiver of any other breach or of such provision.

Failure by the AUTHORITY to insist upon strict performance of any terms or conditions of the Contract or failure to delay to exercise any rights or remedies provided herein by law shall not be deemed a waiver of any right of the AUTHORITY to insist upon strict performance of the Contractor's obligations set forth in the Contract, or any of its rights or remedies as to any prior or subsequent default hereunder.

GC-44 ENTIRE AGREEMENT

The Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire agreement between the AUTHORITY and the

Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

END OF GENERAL CONDITIONS

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART B

**SUPPLEMENTAL GENERAL CONDITIONS
FOR FEDERALLY-FUNDED CONTRACTS**

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**SUPPLEMENTAL GENERAL CONDITIONS
FOR FEDERALLY-FUNDED CONTRACTS**

★ **SGC-1** **MODIFICATIONS TO GENERAL CONDITIONS FOR FEDERALLY-FUNDED CONTRACTS**

SGC-1 Modify the Article entitled **GOVERNING LAW** to add the following:

The **AUTHORITY** will finance the Services, in part, by means of a grant from the United States Department of Transportation (USDOT), Federal Transit Administration (FTA), under the Federal Transit Act of 1964, as amended, administered by USDOT under a capital grant between the **AUTHORITY** and the Government of the United States. The Contract shall be administered in all respects in conformity to the said grant and to the laws and regulations governing the same.

SGC-2 Modify the Article entitled **AUDITS** to add the following:

Allow audit and inspection rights to the following agencies or any of their authorized representatives:

- a. The United States Department of Transportation
- b. The Comptroller General of the United States
- c. The Federal Transit Administration

SGC-3 Modify the Article entitled **CLAIMS** to add the following:

Disputes subject to this Article shall be governed by California law. However, to ensure that the Contract is performed in all respects in compliance with the provisions of all capital grants between the **AUTHORITY** and the United States Government relating to the Contract, and with the laws and regulations governing such grants and the relationship between the **AUTHORITY** and the United States Government in all other respects, questions arising in connection therewith shall be governed by the applicable Federal law.

SGC-4 Modify the Article entitled **GRATUITIES AND CONFLICTS OF INTEREST** by adding the following Subarticle:

- F. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.

★ **SGC-2** **BUY AMERICA**

SGC-1 The Contractor shall comply with Section 165 of the Surface Transportation Assistance Act of 1982 (Public Law 97-424) as amended by Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and FTA implementing regulations (49 CFR 661).

SGC-2 The **AUTHORITY** may investigate the Contractor's, any Subcontractor's, and any supplier's compliance with this Article. If an investigation is initiated, the Contractor, subcontractor,

or supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. The Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

★ **SGC-3 CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS**

SGC-1 The Contractor shall utilize privately owned United States flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping equipment, materials, or commodities pursuant to the Contract and 46 CFR Part 381 to the extent that such vessels are available at fair and reasonable rates for United States flag commercial vessels.

SGC-2 The Contractor shall furnish, within thirty (30) calendar days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading, in English, for each shipment of cargo described above, to the AUTHORITY (through the Contractor in the case of subcontractor bills-of-lading) and to:

Division of National Cargo
Office of Market Development
MARITIME ADMINISTRATION
400 Seventh Street, S.W.
Washington, D.C. 20590

marked with appropriate identification of the Project.

★ **SGC-4 FEDERAL GRANT REQUIREMENTS**

SGC-1 The Contract between the Contractor and the AUTHORITY shall be subject to the requirements of a financial assistance grant between the AUTHORITY and the U. S. Department of Transportation (USDOT) and the Federal Transit Administration (FTA). The Contractor and its Subcontractors performing work at the Worksite shall be required to comply with the requirements of the following: Safety and Health Regulations for Construction, 29 CFR Parts 1910 and 1926, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, the President's Executive Orders No. 11246 and No. 11375, the 49 CFR Part 23 (DBE/WBE), and the 49 CFR Part 661 (Buy America).

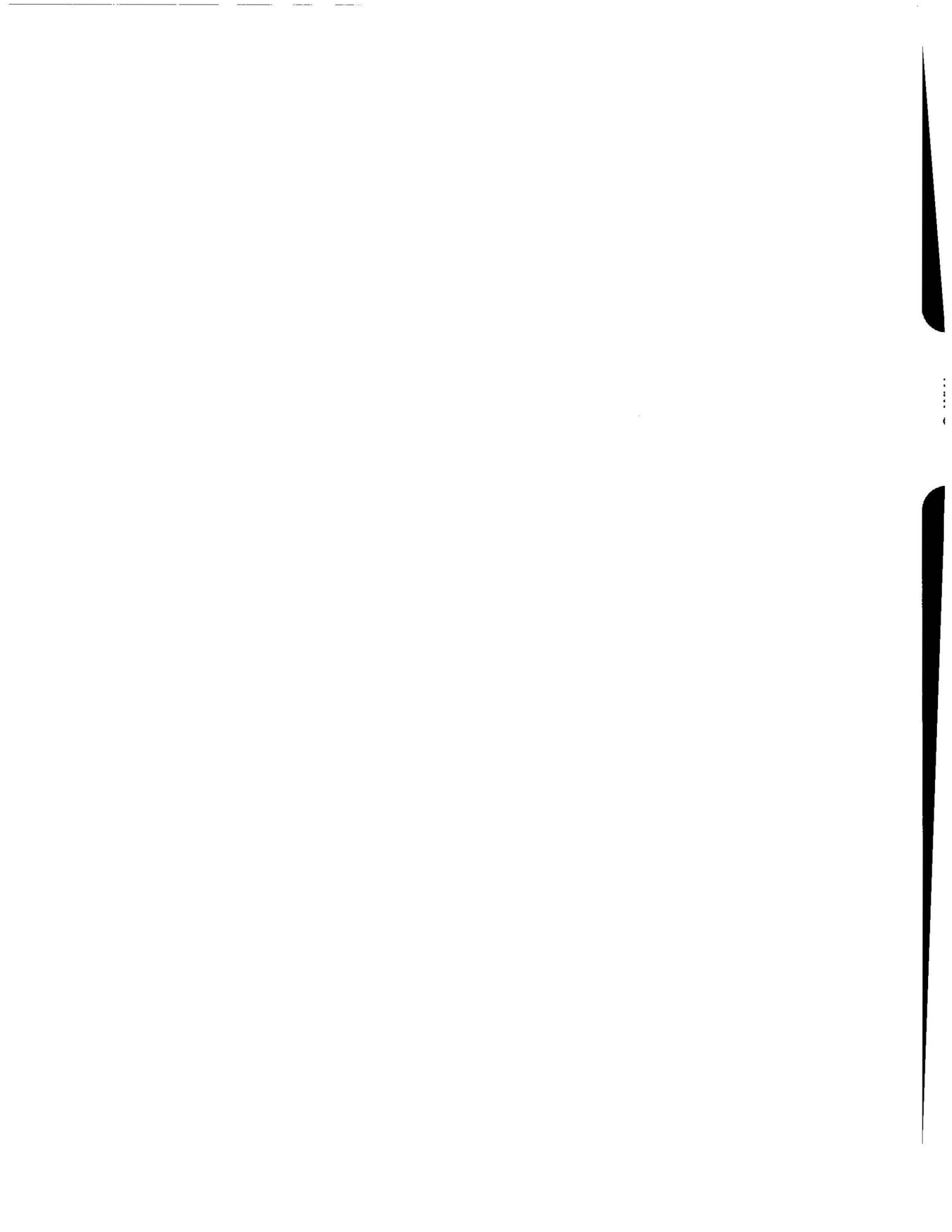
SGC-2 The "Certification of Potential Subcontractors Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion" form (Exhibits A&B, 1) must be completed by each Subcontractor and forwarded within ten (10) days to the next tier above and shall be forwarded from tier to tier until received by the Contractor who will forward it to the AUTHORITY. (Refer to General Condition entitled SUBCONTRACTORS AND SUPPLIERS for further requirements pertaining to Subcontractor substitution.)

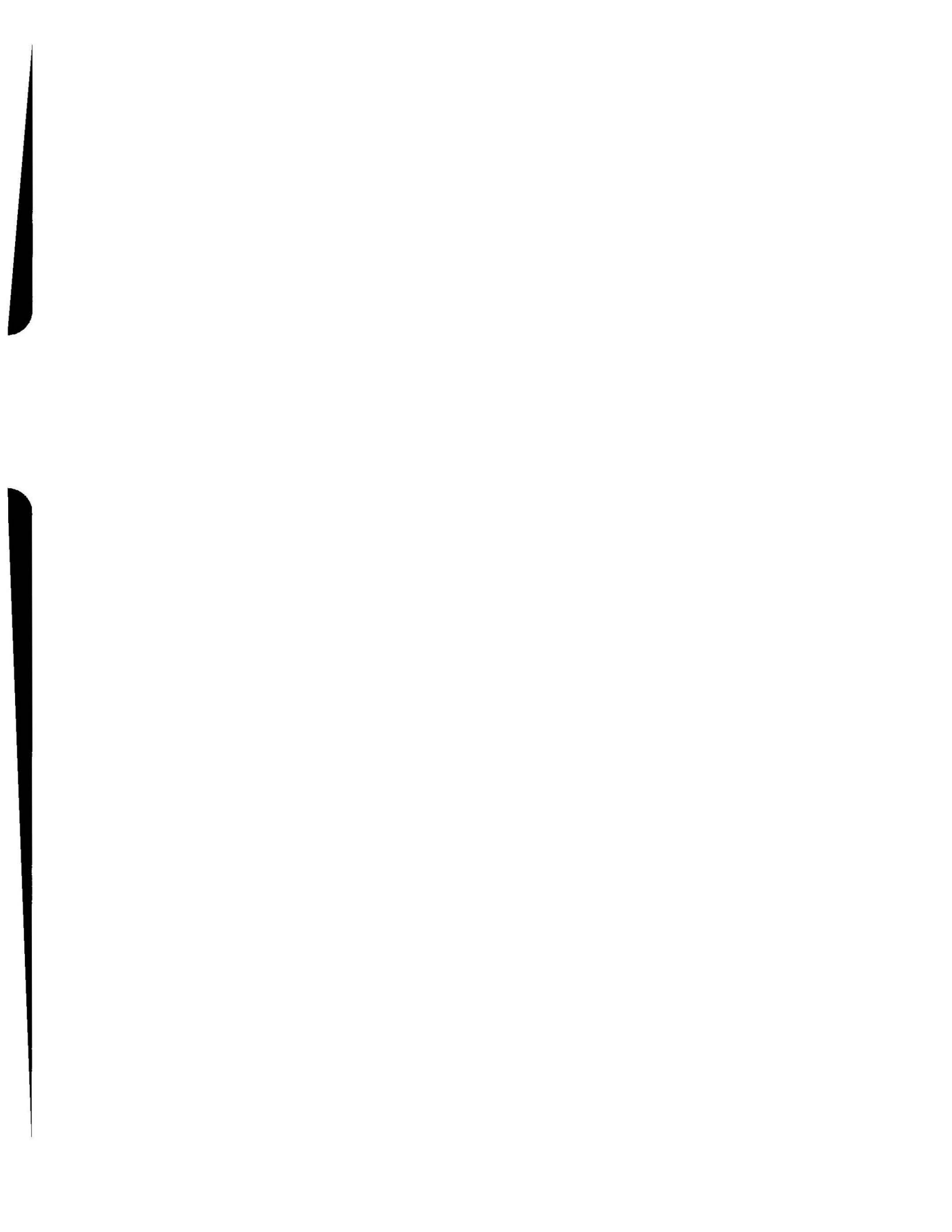
SGC-5

COMPLIANCE WITH FEDERAL LOBBYING POLICY

The Contractor agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined in Federal Lobbying Restrictions (Part K) of the Contract documents, it shall comply with and ensure that the terms of Part K are complied with.

**END OF SUPPLEMENTAL GENERAL CONDITIONS
FOR FEDERALLY-FUNDED CONTRACTS**





**LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

**PART C
SPECIAL PROVISIONS**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

CONTRACT NO. MC047

NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES

PART C

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART C
SPECIAL PROVISIONS**

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

CONTRACT NO. MC047

NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES

PART C

SPECIAL PROVISIONS

SP-1 DBE PARTICIPATION PERCENTAGE

The Contractor shall ensure that all Disadvantaged Business Enterprise (DBE) requirements specified in the Contract have been met, and acknowledges through signing the Contract that the DBE participation goal committed to by the Contractor for the Contract is thirty-two and six tenths percent (32.6%) of the Total Estimated Cost.

A DBE goal will be assigned for each Contract Work Order. Overall, the Contract shall meet the goal stated above.

Achievement of the goal shall be determined by the Services performed by DBEs. Services performed by DBEs that exceeds the established percentage will be considered as being in excess of the established goal.

★ **SP-2 ORGANIZATIONAL CONFLICTS OF INTEREST**

It is the policy of the AUTHORITY that the Construction Management Consultant (CM) will be precluded from bidding, proposing, and from award of a contract in connection with the design or construction of projects for which CM services are being provided under the Contract.

No firm shall be eligible for award of a design or construction contract for services which are being provided under the Contract or portions thereof, during the period in which any of its principals or associates are participating in performance of the Contract.

For Subcontractors of any tier providing services under the Prime Contractor in connection with the Contract, an organizational conflict of interest will only exist when the Subcontractors of any tier would provide CM services for the portion of services for which the Subcontractor provided design services or would provide construction services.

This article shall be incorporated into each subcontract entered into with any Subcontractor of any tier.

★ **SP-3 NOTICES AND SERVICE THEREOF**

Any notice legally required to be given by one party to another under the Contract, including but not limited to those regarding interpretation of the Contract or changes thereto, shall be in writing and dated. The Notice shall be signed by the party giving such notice or by a duly authorized representative of such party.

All notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to the AUTHORITY's offices as follows:

Los Angeles County Metropolitan Transportation Authority
 One Gateway Plaza
 Los Angeles, California 90012

Attention: Jeanne Kinsel
 Metro Red Line
 Contract No. MC047

All notices to the Contractor will be enclosed in a sealed envelope and transmitted by personal delivery to the Contractor or its authorized representative or by registered mail or any certifiable delivery service addressed as follows:

JMA, A Joint Venture
 4640 Lankershim Blvd., 4th Floor
 North Hollywood, CA 91602
 Attn: Alastair Biggart

Any notice of changes of address shall be given according to the provisions of this Special Provision.

SP-4 IDENTIFICATION OF CONSULTANTS

The Engineer, also referred to as the Engineering Management Consultant (EMC), that has been retained by the AUTHORITY to provide engineering services for this Project is a Joint Venture composed of the firms of Parsons, Brinckerhoff, Quade & Douglas, Inc. (PBQD), and Daniel, Mann, Johnson, & Mendenhall (DMJM), doing business as EMC, and its successors, if any, acting directly or through properly authorized agents or Subcontractors within the scope of the particular duties delegated to them by the AUTHORITY.

★ **SP-5 SUBCONSULTANTS AND SUPPLIERS**

Subconsultants	Services Performed	DBE
KJM & Associates, Ltd. 500 108th Avenue NE Suite 960 Bellevue, WA 98004 Contact Person: Karen J. Mask (206) 451-3881	Cost Control/Document Control	4%
Kal Krishnan Consulting Services, Inc. 900 Wilshire Boulevard Suite 1230 Los Angeles, CA 90017 Contact Person: Kalliawa R. Krishnan	Schedules Management, Cost Estimating	4%

Subconsultants	Services Performed	DBE
<p>Korve Engineering, Inc. 155 Grand Avenue Suite 400 Oakland, CA 94612 Contact Person: Hans W. Korve (510) 363-2929</p>	<p>Construction Management Services</p>	<p>N/A</p>
<p>Lee Andrews Group, Inc. 1900 Avenue of the Stars Suite 1450 Los Angeles, CA 90067 Contact Person: Donna Lee Andrews (310) 556-3250</p>	<p>Job Development, Liaison, Computer, Human Resources</p>	<p>2.5%</p>
<p>J.L. Patterson & Associates, Inc. 725 Town & Country Road Suite 220 Orange, CA 92668 Contact Person: Jacqueline L. Patterson (714) 835-6355</p>	<p>Assistant RE, Inspection</p>	<p>2%</p>
<p>STV Group, Inc. 1055 Wilshire Boulevard Los Angeles, CA 90017 Contact Person: David Borger (213) 482-9444</p>	<p>Resident Engineering - Structures</p>	<p>N/A</p>
<p>Sverdrup Civil, Inc. 660 South Figueroa Street Suite 1800 Los Angeles, CA 90017 Contact Person: Charles W. Lake (714) 549-5050</p>	<p>Inspection Engineering Services Support Administration</p>	<p>N/A</p>
<p>Towill, Inc. 301 Mission Street Suite 300 San Francisco, CA 94105 Contact Person: Dennis R. Curtin (415) 243-4384</p>	<p>Surveying</p>	<p>N/A</p>
<p>Anil Verma Associates 911 Wilshire Boulevard Suite 1700 Los Angeles, CA 90017 Contact Person: Anil Verma (213) 624-6908</p>	<p>Assistant RE, Office Engineering, Inspections</p>	<p>4%</p>

Supplier	Material Supplied	DBE
G & C Equipment Corporation 1875 W. Redondo Beach Boulevard Suite 102 Gardena, CA 90247 Contact Person: Gene Hale (310) 515-6715	Procurement of Equipment and Supplies	1%

★ **SP-6 RELEASE OF INFORMATION**

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the AUTHORITY.

SP-7 ORDERING

The Contractor shall perform service's under the Contract as specified in the written Contract Work Order (CWO) issued by the AUTHORITY.

All CWO's are subject to the terms and conditions of the Contract. In the event of conflict between a CWO and the Contract, the Contract shall govern.

Each CWO will include:

1. a numerical designation;
2. the Period of Performance and schedule of deliverables;
3. the description of the services; and
4. the Total CWO Price which shall not be exceeded without written modifications to the CWO.

The Contractor shall start services immediately upon receipt of a CWO.

The Contractor, with the advanced written approval of the AUTHORITY, shall be permitted to transfer or carry over the total of any unexpended funds from one CWO to another CWO providing that in doing so, the Contractor will remain within the Total Contract Price.

SP-8 INSURANCE

SP-8.1 CONSTRUCTION OWNER CONTROLLED INSURANCE PROGRAM

The AUTHORITY's Owner Controlled Insurance Program (OCIP) will provide the CONTRACTOR with the following coverages applicable for the construction Work Site (as defined in the OCIP) and Project Office only:

- Comprehensive General Liability
- Excess Liability
- Workers' Compensation
- Employers' Liability
- Builders' Risk

Participation in the OCIP is mandatory for a CONTRACTOR engaged in work at the Work Site and Project Office, and, by execution of this Contract, the CONTRACTOR agrees to abide by the OCIP Construction Insurance Specifications (Part H).

The AUTHORITY reserves the exclusive right to convert the awarded Contract from a *Net of Insurance Costs* (i.e. as if the CONTRACTOR will be covered by the OCIP) to *Gross of Insurance Costs* (i.e. as if the CONTRACTOR will be required to carry their own insurance as required in this specification) basis, without penalty or emendation of the awarded contract amount, at any time during the Contract's duration. The Contract amount will be adjusted *pro rata* (on a *per diem* basis) upon notification of the CONTRACTOR by the AUTHORITY.

SP-8.2 INSURANCE REQUIREMENTS FOR CONTRACTORS

The CONTRACTOR shall procure and maintain for the duration of the Contract, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the CONTRACTOR, his agents, representatives, employees or Subcontractors.

SP-8.2.1 AUTOMOBILE INSURANCE

Insurance Services Office Automobile Liability coverage (Form Number CA 0001, Ed. 1/87, code 1-any auto) with coverage of no less than \$1,000,000 per accident for bodily injury and property damage.

SP-8.2.2 VALUABLE PAPERS INSURANCE

Valuable Papers with coverage of no less than \$1,000,000 per occurrence for the restoration of plans, drawings, filed notes and other materials pertinent to the contract.

SP-8.2.3 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the AUTHORITY. At the option of the AUTHORITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the AUTHORITY, its officials and employees or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

SP-8.2.4 OTHER INSURANCE PROVISIONS

Prior to beginning work under the Contract and at the request of the AUTHORITY, the CONTRACTOR and each approved Subcontractor shall furnish certificates satisfactory to the AUTHORITY as to contents and carriers for insurance provided by the CONTRACTOR.

The policies are to contain, or be endorsed to contain, the following provisions:

- A. The AUTHORITY, its subsidiaries, officials and employees are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the AUTHORITY, its subsidiaries, officials and employees.
- B. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the AUTHORITY, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the AUTHORITY, its subsidiaries, officials

and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the AUTHORITY, its subsidiaries, officials and employees.
- D. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the AUTHORITY.

SP-8.2.5 ACCEPTABILITY OF INSURERS

CONTRACTOR's insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the AUTHORITY.

SP-8.2.6 VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the AUTHORITY with original endorsements effecting required coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the AUTHORITY. All endorsements are to be received and approved by the AUTHORITY before work commences. As an alternative to the AUTHORITY's forms, the CONTRACTOR's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

SP-8.2.7 SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

SP-8.3 PROJECT PROFESSIONAL LIABILITY INSURANCE PROGRAM

AUTHORITY will provide professional liability insurance on a "CLAIMS MADE BASIS" on behalf of the CONTRACTOR and all Subcontractors with respect to their professional duties and activities in connection with the contract.

CONTRACTOR (and, as determined by AUTHORITY, all applicable level of Subcontractors) will be required to enroll in the MTA's Project Professional Liability Insurance Program (PPLIP). This insurance program carries an amount of up to \$60,000,000 each claim and in the aggregate, excess of a self-insured retention (SIR) of \$500,000 for each claim.

Both CONTRACTOR and all applicable levels of Subcontractors are required to meet the PPLIP's \$500,000 SIR through the following method:

- A. Both CONTRACTOR and all applicable levels of Subcontractors will eliminate the SIR through a premium contribution to the AUTHORITY for a rate of 3.74% of the contract revenue. The contribution will be subject to an annual minimum annual of \$1,000 per year and an annual maximum of \$50,000 per year.

The CONTRACTOR will be responsible for netting out 3.74% of the billings for both the CONTRACTOR and any applicable Subcontractors. The CONTRACTOR will subtract Subcontractors' contract revenue before the CONTRACTOR calculates their own contribution.

SP-9 WORKSITE ACCESS/RESTORATION

- A. **LEGAL ACCESS** - The AUTHORITY will be responsible for, and provide legal access to, the hazardous locations, if applicable. It will be the Contractor's responsibility to comply with the terms of the access agreements which are provided elsewhere under the Contract.
- B. **WORKSITE ACCESSIBILITY** - It will be the Contractor's responsibility to determine accessibility to the Worksites with equipment proposed for use on the project. Some adjustment in Worksite locations can and will be made upon the approval of the AUTHORITY to avoid obstructions or to allow better accessibility for equipment.
- C. **WORKSITE RESTORATION** - Worksite Restoration will be accomplished by the Contractor (in the event the Contractor's, or Subcontractor's, vehicle, equipment or personnel disturb the Worksites) in accordance with the Scope of Work and upon the completion of Services at the Worksite or as further directed by the AUTHORITY.

SP-10 REFERENCES TO THE LOS ANGELES COUNTY TRANSPORTATION COMMISSION OR SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

Wherever the terms Los Angeles County Transportation Commission (LACTC), or COMMISSION, and Southern California Rapid Transit District (SCRTD), or DISTRICT, appear, they shall mean the Los Angeles County Metropolitan Transportation Authority (MTA) or AUTHORITY.

SP-11 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM

The Alcohol and Drug-Free Workplace Program described in the Alcohol and Drug-Free Workplace Manual (Part N) applies to Services performed at project and home offices.

★ SP-12 LOSS PREVENTION

In performing the Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, goods; and avoiding work interruptions. For these purposes, the Contractor shall at a minimum:

- A. Provide appropriate safety barricades, signs, and signal lights;
- B. Comply with the safety policies of the AUTHORITY and all applicable laws, standards, codes, rules and regulations;
- C. Take additional measures the AUTHORITY determines are necessary for this purpose;
- D. Maintain an accurate record of exposure data on all occurrences incident to Services performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the AUTHORITY; and
- E. Be responsible for its Subcontractor's compliance with this article.

The AUTHORITY shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the Worksite, shall be deemed sufficient notice of the noncompliance and corrective action required.

After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the AUTHORITY may issue an order stopping all or part of the Services until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

SP-13 CONTRACTOR EQUIPMENT

The Contractor shall be responsible for the maintenance of all equipment leased or purchased, provided by the Contractor under this Contract until transferred to the AUTHORITY by the Contractor. Necessary ancillary equipment will also be kept in good repair and operating condition to ensure that Contractor's operations will proceed in an efficient and effective manner. Equipment substitutions may be made only with the consent of the AUTHORITY.

★ SP-14 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

Without limiting the requirements contained elsewhere in the Contract:

- A. The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous substances five (5) days before delivery of the substance, whether or not listed in Appendix A of the Standard. This obligation applies to all substances delivered under the Contract which will involve exposure to hazardous substances or items containing these substances.
- B. "Hazardous substance", as used in this clause, is as defined in the Special Provision entitled SCOPE SPECIFIC DEFINITIONS.
- C. Neither the requirements of this article nor any act or failure to act by the AUTHORITY shall relieve the Contractor of any responsibility or liability for the safety of AUTHORITY, Contractor, or Subcontractor personnel or property.
- D. Nothing contained in this article shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous substances.
- E. The AUTHORITY'S rights in data furnished under the Contract with respect to hazardous substances are as follows:
 1. To use, duplicate, and disclose any data to which this article is applicable. The purposes of this right are to (a) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous substance; (b) obtain medical treatment for those affected by the substance; and (3) have others use, duplicate, and disclose the data for the AUTHORITY for these purposes.
 2. To use, duplicate, and disclose data furnished under this article, in accordance with sub-subarticle E.1 above, in precedence over any other article of the Contract providing for rights in data.
 3. That the AUTHORITY is not precluded from using similar or identical data acquired from other sources.
 4. That the data shall not be duplicated, disclosed, or released outside the AUTHORITY, in whole or in part for any acquisition or manufacturing purpose.

5. The Contractor shall insert this article, including this paragraph, with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders.) under the Contract involving hazardous material.

SP-15 SCOPE SPECIFIC DEFINITIONS

The General Conditions Article entitled GLOSSARY OF TERMS is modified to add the following definitions:

- | | |
|-------------------------|--|
| ★ Hazardous Substances: | Any substance, material or waste, exposure to which results or may result in adverse effects on health or safety, including, without limitation: any substance defined as a hazardous substance under Section 101(14) of the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, (Title 26 U.S.C. Section 4611 <i>et seq.</i> and Title 42 U.S.C. Section 9601 <i>et seq.</i>), as amended, or under Sections 25316 and 25317 of the California Health and Safety Code; any substance or waste defined as a hazardous substance or hazardous waste under 8 CFR 5192 <i>et seq.</i> , or 29 CFR 1910 <i>et seq.</i> , and 29 CFR 1926 <i>et seq.</i> ; any substance, material or waste listed by the U.S. Department of Transportation and regulated as hazardous materials under 49 CFR 172.101 and appendices (as amended, modified or replaced from time to time); any substance, material or waste requiring Hazardous Substance Removal (as defined below), Asbestos and petroleum and petroleum by-products, waste oil, crude oil and natural gas; and designated wastes per Title 23, California Code of Regulations, Chapter 15, Article 2. |
| ★ Hazardous Waste: | Any waste or combination of wastes as defined in 40 CFR 261.3 <i>et seq.</i> , or regulated as hazardous waste in California pursuant to California Health and Safety Code, Chapter 6.5, Division 20, or defined as hazardous waste in 40 CFR 171.8, or listed by the U.S. Department of Transportation and regulated as hazardous under 49 CFR 172.101 and appendices (as amended, modified or replaced from time to time). |
| ★ Disposal Facilities: | Includes, but is not limited to, AUTHORITY or Contractor contracted disposal facility, recycling facility, or treatment facility. |
| ★ Generator: | A generator as defined in 40 CFR Section 260.10, as amended from time to time or replaced under RCRA. |

SP-16 CLEAN UP

Without limiting the requirements contained elsewhere in the Contract:

The Contractor shall at all times keep the Worksite, including storage areas, free from accumulations of waste materials. Before completing the Services, the Contractor shall remove from the Worksite any rubbish, tools, scaffolding, goods that are not the property of the AUTHORITY. Upon completing the

Services, the Contractor shall leave the Worksite in a clean, neat, and orderly condition satisfactory to the AUTHORITY.

★ **SP-17 PROTECTION OF AUTHORITY STRUCTURES, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing structures, equipment, and vegetation on the AUTHORITY Worksite. If the Contractor's failure to comply with the requirements of the Contract or failure to use reasonable care in performing the Services and causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the AUTHORITY. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the costs incurred by the AUTHORITY to effect the repairs or replacement. The costs may be deducted from the Total Contract Price.

★ **SP-18 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

- A. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Worksite, which are not to be removed and which do not unreasonably interfere with the Services required to be performed under the Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the AUTHORITY.
- B. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the Worksite, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall replace or repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Services at no cost to the AUTHORITY. If the Contractor fails or refuses to repair the damage promptly, the AUTHORITY may have the necessary services performed and charge the cost to the Contractor.

SP-19 MODIFICATIONS TO GENERAL CONDITIONS

- A. Modify the Article entitled GRATUITIES AND CONFLICTS OF INTEREST:

- 1. Subarticle B is deleted in its entirety and replaced by the following:

Neither the Contractor nor its agents shall give or offer to give any campaign contribution to any member of the AUTHORITY Board's Construction Committee or AUTHORITY Board of Directors in violation of the California Government Code Section 84308 and the AUTHORITY's Ethics Policy. The Contractor will be required to submit a Certification of Campaign Contributions with all CCR's of two hundred thousand dollars (\$200,000) or more.

- 2. Subarticle D is deleted in its entirety and replaced by the following:

Employment by the Contractor of personnel on the payroll of the AUTHORITY is not permitted in the performance of the Contract, even though such employment may

be outside the AUTHORITY employee's regular working hours or on Saturdays, Sundays, holidays or vacation time; further employment by the Contractor of personnel who have been on the AUTHORITY's payroll within one (1) year prior to the date of Contract award, where such employment is caused by and/or dependent upon the Contractor securing this or a related Contract with the AUTHORITY, is also prohibited.

END OF SPECIAL PROVISIONS

PART C - SPECIAL PROVISIONS
APPENDIX A - WORK COMPLETION SCHEDULE
NOT USED

PART C - SPECIAL PROVISIONS

**APPENDIX B - AVAILABILITY SCHEDULE
NOT USED**

PART C - SPECIAL PROVISIONS

APPENDIX C - CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
(name and title of contracting or sub-contracting official)

_____ that:
(name of contractor or subcontractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 this Federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (See Part K)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

Executed this _____ day of _____, 19____.

By:

(Signature of Authorized Official)

(Typewritten or Printed Name)

(Title of Authorized Official)

PART C - SPECIAL PROVISIONS

**EXHIBIT 1A - CERTIFICATION OF POTENTIAL CONTRACTOR OR
SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**For Subcontractors/Suppliers with Contract Value under
One Hundred Thousand Dollars (\$100,000.00)**

The Lower Tier Participant (potential sub-grantee or sub-recipient under any FTA project, potential third party Contractor, or potential Subcontractor under a major third party contract), _____, certifies, by submission of the Bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or primary potential Contractor or potential Subcontractor under a third party Contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Bid.)

The Lower-Tier participant (potential sub-grantee or sub-recipient under an FTA project, potential third party Contractor, or potential Subcontractor under a major third party Contract), _____, 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 31 U.S.C. Sections 3801 et seq. are applicable thereto.

(Signature of Authorized Official)

(Title of Authorized Official)

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

(Signature of Potential Contractor's
or Potential Subcontractor's Attorney)

(Typewritten or Printed Name)

Date: _____

PART C - SPECIAL PROVISIONS

**EXHIBIT 1B - CERTIFICATION OF POTENTIAL CONTRACTOR OR
SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**For Subcontractors/Suppliers with Contract Value over
One Hundred Thousand Dollars (\$100,000.00)**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party Contract) _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant or cooperative agreement, or potential third party Contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation of this certification.)

The Primary participant (applicant for an FTA grant or cooperative agreement, or potential Contractor for a major third party Contract), _____, 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 31 U.S.C. Sections 3801 et seq. are applicable thereto.

Signature & Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

(Signature of Potential Contractor's or
Potential Subcontractor's Attorney

(Typewritten or Printed Name)

Date: _____

PART C - SPECIAL PROVISIONS

EXHIBIT 2 - CERTIFICATION OF CAMPAIGN CONTRIBUTIONS

A. FORM MUST BE COMPLETED BY THE CONTRACTOR AND SUBMITTED WITH EACH CCR OVER TWO HUNDRED THOUSAND DOLLARS (\$200,000)

B. WITH CCR SUBMITTAL THE CONTRACTOR IS TO SUBMIT CERTIFICATION FOR ALL LISTED SUBCONTRACTORS AND SUPPLIERS

1. Check the applicable statement:

- In accordance with California Government Code Section 84308, the Contractor certifies that neither it nor its agents, have made a campaign contribution to any member of the MTA Board or staff within the twelve (12) months preceding the CCR Submittal.

- In accordance with California Government Code Section 84308, the Contractor certifies that the following campaign contributions have been made by it or its agents within the twelve (12) months preceding the CCR Submittal. Attach additional sheet if necessary.

Contribution Recipient	Date	Amount	Entity/Person Making Contribution
		\$	
		\$	
		\$	
		\$	

2. In accordance with California Government Code Section 84308, no Contractor/Subcontractor/Supplier or their agents shall make a contribution over more than two hundred fifty dollars (\$250) to an AUTHORITY Board member or staff for the period from the CCR Issue Date until three (3) months following the date of the final AUTHORITY Board action to award a contract change. The Contractor/Subcontractor/Supplier certifies that it will abide by the above requirements.

 (Signature of Authorized Official)

 (Typewritten or Printed Name)

 (Title)

 (Date)



...





**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART D
COMPENSATION AND PAYMENT PROVISIONS**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D - COMPENSATION AND PAYMENT PROVISIONS

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART D - COMPENSATION AND PAYMENT PROVISIONS

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D - COMPENSATION AND PAYMENT PROVISIONS

GENERAL INSTRUCTIONS

The Proposer is required to review the Scope of Services, General Conditions, Special Provisions and all attachments to the Contract to develop a complete Contract Data Requirement List (CDRL) listing. The AUTHORITY will then require an evaluation plan from the Proposer. The plan will be drawn from the basic Evaluation Form herein. This CDRL and Plan will be used to develop specific grading criteria, including deliverables, and the criteria under which the Proposer's performance in meeting all deadlines will be evaluated.

The Proposer will provide an initial proposal regarding the base and award fees to the AUTHORITY for review and consideration. If the AUTHORITY accepts the proposed fee structure, it will remain in place as the fee structure for the full term of the Contract. The fee structure must incorporate a lower limit of 0% fee. The distribution of ratings and fee percentage levels will be of equal values. The Proposer shall develop a proposal that recognizes that it may earn either no fee or all of the potential fee range.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

METRO RED LINE

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D - COMPENSATION AND PAYMENT PROVISIONS

CP-1 BASIS OF COMPENSATION

The Contractor agrees to provide all personnel, facilities, materials and equipment required to complete, to the full satisfaction of the AUTHORITY, all the Services described in the Scope of Work on a Cost Plus Award Fee (CPAF) basis as defined in Contract Work Orders (CWOs) issued by the AUTHORITY in accordance with the Special Provision entitled ORDERING. Except as provided in the Provision entitled CHANGES IN SCOPE OF WORK, the value of the Total Estimated Cost and Fee specified in each CWO is the maximum compensation to be paid for completion of all Services. A Form 60 is attached hereto for purposes of reference to show the breakdown of the Contractor's estimated costs, provisional (base) fee and award fee.

The Contractor shall be compensated by the AUTHORITY for its reasonable costs incurred to perform the Services required under each CWO issued pursuant to the terms of the Contract. Such reasonable costs are defined in the Provision entitled REIMBURSABLE COSTS. The Contractor shall not be reimbursed for costs incurred in excess of the Total Estimated Cost and Fee amount(s) specified in each CWO (Exhibit 2). Such amount is derived as described in the Provisions entitled ESTIMATED COST AND FEE and LIMITATION OF COST NOTICE, herein. The Contractor shall submit progress billings to the AUTHORITY and maintain auditable records and be paid pursuant to the Provision entitled INVOICES. The Contractor shall estimate, accumulate and allocate CWO costs in accordance with the Section entitled COST ACCOUNTING PRACTICES.

The Services required shall be divided into discrete portions of work. The Contractor will be issued CWOs in amounts equal to the value of those discrete elements. Each CWO will include a separate description or list of deliverables, along with a schedule for delivery. The Contractor will be evaluated according to whether or not it has met the requirements set forth under each CWO.

CP-2 REIMBURSABLE COSTS

CP-2.1 REIMBURSABLE COSTS - GENERAL

The Contractor's reimbursable costs ("Reimbursable Costs") are components of (1) allowable direct labor costs ("Direct Labor", as defined below), (2) associated allowable indirect costs (also referred to herein as "Indirect" or "Indirect Costs") in an amount stated as a percentage (the "Indirect Rate") of the appropriate component of Direct Labor, (3) costs of Subcontracts including a Base Fee equal to three percent (3%) of the initial subcontract amount (less any fees) and any increase in subcontract amount resulting from Contract Amendments (less any fees), and (4) other direct costs (ODCs) necessarily and reasonably required in the performance of the services under each CWO. Except as otherwise provided herein, no costs or expenses incurred by the Contractor as a result of the Contractor's failure to comply with terms and conditions of the Contract shall constitute Reimbursable Costs. The manner and method of

calculating Direct Labor, Indirect Cost, and ODCs, including Relocation and Travel Expenses, shall be defined and set forth in the ADVANCED COST UNDERSTANDING (Exhibit 6) attached hereto and made a part hereof.

All Reimbursable Costs must be reasonably incurred by the Contractor exclusively in connection with the performance of the Services specified in each CWO. Except where explicitly stated to the contrary in the CWO, Subpart 31.2 of the Federal Acquisition Regulations (FAR) shall be used to determine whether a given cost item is an element of Reimbursable Cost. In the event expenditures reimbursed to the Contractor under the Contract are subsequently found to be properly disallowed by the AUTHORITY as a result of accounting errors or charges by the Contractor not in conformity with the Contract, the Contractor agrees to refund said amounts to the AUTHORITY. In the event that any such properly disallowed amounts are not repaid to the AUTHORITY within sixty (60) days of the date that notification is mailed or personally delivered by the AUTHORITY to the Contractor, interest shall accrue on the unpaid balance of the properly disallowed amount from the date of mailing or delivering the notice, at the annual rate of 9% per annum, compounded monthly on the first day of each calendar month thereafter, through the day prior to the day payment of the unpaid balance is received by the AUTHORITY. The AUTHORITY shall also have the right to withhold any non-reimbursed properly disallowed amount plus interest from any sums due to the Contractor. If such sums are insufficient, the Contractor shall pay to the AUTHORITY any deficiencies in such sums within thirty (30) days from notice thereof.

CP-2.2 LABOR COSTS

Except as stated to the contrary herein, the AUTHORITY shall reimburse the Contractor for actual salaries paid to professional, management, technical, administrative, and clerical employees assigned by the Contractor for the time that those employees were directly engaged in the performance of the Services required under the CWO.

CP-2.3 INDIRECT COSTS

- A. Final annual indirect cost rates and the appropriate basis shall be established in accordance with Subpart 42.7 of the FAR in effect for the period covered by each indirect cost rate qualification described in Subprovision 2 below.
- B. Concurrent with its submittal to its cognizant government audit agency, the Contractor shall, within ninety (90) days after the expirations of each of its fiscal years, or by a later date acceptable to the AUTHORITY, submit to the AUTHORITY its proposed indirect cost rates for that period and supporting cost data specifying the Work to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. Should the cognizant audit agency not issue final disposition of the indirect cost rates within ninety (90) days of submittal of the Contractor's qualification, the appropriate AUTHORITY representative and the Contractor shall establish final indirect rates as promptly as practical.
- C. The Contractor and the appropriate AUTHORITY representative shall execute a written understanding setting forth the final indirect cost rates for a fiscal year. The understanding shall specify: a) the agreed upon final annual indirect cost rates, b) the basis on which the rates apply, c) the periods for which the rates apply, d) any specific indirect cost items treated as direct costs in the settlement, and e) the affected Contract or CWO. The understanding shall not in itself change any monetary ceiling, Contract obligations, or specific cost allowance or disallowance provided for in the Contract or CWO. If the Total Contact Price(TCP) is impacted by the understanding, a CCR shall be processed to effect a revision to the TCP. The understanding shall be incorporated into the Contract or CWO upon its execution.

- D. Failure by the parties to agree on a final annual indirect cost rate shall be a claim within the meaning of the Provision entitled CLAIMS in the General Conditions (Part B). Should a dispute occur, the provisional indirect cost established in accordance with Subprovision 5 below shall apply until resolution of the dispute.
- E. Contractors with a single rate structure are only allowed to apply the overhead sections of this Contract and are not allowed to use the General & Administrative sections.
- F. Provisional Indirect Rates

Until final annual indirect cost rates are established for any period, the AUTHORITY shall reimburse the Contractor at the provisional indirect rates defined below:

Jacobs Engineering Group

<u>Description</u>	<u>Rate</u>	<u>Base</u>
___ Project Office Overhead	101.14%	Direct Labor of Project Office Personnel
___ Home Office Overhead	TBD*%	Direct Labor of Home Office Personnel
___ G & A	N/A%	Total Cost Input (DL, OH, ODC, SUB's Etc.)

Mott MacDonald-Hatch

<u>Description</u>	<u>Rate</u>	<u>Base</u>
___ Project Office Overhead	100*%	Direct Labor of Project Office Personnel
___ Home Office Overhead	100*%	Direct Labor of Home Office Personnel
___ G & A	N/A%	Total Cost Input (DL, OH, ODC, SUB's Etc.)

ACG Environments

<u>Description</u>	<u>Rate</u>	<u>Base</u>
___ Project Office Overhead	83.26%	Direct Labor of Project Office Personnel
___ Home Office Overhead	144.05%	Direct Labor of Home Office Personnel
___ G & A	N/A%	Total Cost Input (DL, OH, ODC, SUB's Etc.)

These provisional indirect rates:

1. Shall be the anticipated final annual rates; and
 2. May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- * After completion of an audit, these rates will be added by amendment to the contract.

G. Indirect Rate Caps

Notwithstanding any contrary provision of the Contract the following indirect cost rates shall not exceed the following ceilings:

<u>Description</u>	<u>Rate</u>	<u>Base</u>
___ Project Office Overhead	115%	Direct Labor of Project Office Personnel
___ Home Office Overhead	150%	Direct Labor of Home Office Personnel
___ G & A	*%	Total Cost Input (DL, OH, ODC, SUB's Etc.)

* G & A is capped at G & A expense plus OVHD expenses and should not exceed 160% for HO direct labor and 120% for PO direct labor.

H. No-Cost Items

Items which are provided to the Contractor's Project Office operations at no cost, shall not be included in the indirect expense of the Contractor's Project Office operations and, therefore, shall not be included in the calculation of any Project Office Indirect Cost Rate under the Contract.

I. Overtime

If overtime work is required, the overhead factor shall apply only to the straight time portion of the premium time rate. Overtime and extended work week compensation shall be in accordance with the Contractor's established personnel policies, which, at the option of the AUTHORITY and upon notice to the Contractor, shall be subject to review and approval of the AUTHORITY. All overtime expended beyond the agreed limit will require written approval of the AUTHORITY.

J. Disallowance of Facilities Cost of Capital

Facilities cost of capital shall not be allowed as a reimbursable direct cost and shall not be included in the computation of any indirect rate, provisional or actual.

K. Business Taxes

All types of business licenses and taxes, including the City of Los Angeles' gross receipts tax, insofar as they are allowable under the FAR, Subpart 31.2, shall be treated as allowable Project Office or Home Office Indirect Costs and shall not be billable as a direct project cost.

L. Insurance Costs

Costs of premiums paid by the Contractor for insurance coverage as required in the Special Provision (Part C), Provision entitled INSURANCE, which are part of the Contractor's usual and customary insurance coverage, are covered by the Indirect Cost rates, and costs of endorsement on existing policies to include operations under the Contract shall not be reimbursed as a direct cost.

Costs of any project specific required insurance coverage which are not part of the Contractor's usual and customary insurance coverage shall be a direct cost.

CP-2.4 OTHER DIRECT COSTS (ODC)

The AUTHORITY shall reimburse the Contractor for actual and reasonable other direct costs associated with performing the Services with no fee or markup added. These ODCs may include, but are not limited to communications, postage, shipping, travel costs, materials, supplies, office expenses, temporary help, computer services, reproduction, automobile lease operations and maintenance, office rent and other miscellaneous costs.

CP-3 ESTIMATED COST AND FEE

CP-3.1 ESTIMATED COST

The Contractor and the AUTHORITY shall mutually establish a target cost baseline hereafter referred to as the "Estimated Cost," for the Contractor to perform the Services set forth in each CWO issued under the Contract. The Contractor shall earn a fee, hereinafter referred to as the Fee, for its Services provided under each CWO the Fee shall be in addition to the Estimated Cost.

The Estimated Cost and Fee amounts for a CWO may from time-to-time be modified by Amendment(s), issued pursuant to the Provision entitled CHANGES in the General Conditions (Part B). If such modifications are made pursuant to a "Major Change," as defined in the CHANGES Article, both the Estimated Cost and the Fee will be modified accordingly. If the Amendment is not a Major Change, the change may result in a modification to the Estimated Cost of the CWO, but not the Fee. The sum of the Estimated Cost and Fee plus any Amendment thereto, will equal the Total Estimated Cost and Fee for the CWO.

CP-3.2 PROVISIONAL FEE

On a monthly basis, the Contractor shall be paid a "Provisional Fee". The Provisional Fee available shall be computed as five percent (5%) of the estimated Direct Labor and Indirect Costs for the CWO, or at another percentage as mutually determined by the AUTHORITY and the Contractor.

The monthly Provisional Fee reimbursed shall be the percentage of the total Provisional Fee multiplied by the actual cost of services completed during the month. Notwithstanding the foregoing provision, at no time shall the cumulative total percentage of Provisional Fee paid, exceed the total provisional base fee as specified in the CWO.

CP-3.3 AWARD FEE

Each monthly Provisional Base Fee calculated and payable in accordance with this Provision shall be adjusted as follows:

At the end of the fourth month following commencement of Services under a CWO, and at the end of every fourth month thereafter, the Contractor shall be evaluated by the AUTHORITY based on those factors set forth in the AWARD FEE EVALUATION PLAN (Exhibit 1) and the Contractor shall be issued a trimester "Evaluation of the Contractor's Performance" for the CWO. Each trimester Evaluation of the Contractor's Performance shall contain certain grades for the Contractor's performance in critical areas of responsibility and shall yield an overall rating (the "Trimester Performance Rating") calculated in accordance with the AWARD FEE EVALUATION PLAN. The Trimester Performance Rating shall then be translated into a numerical adjustment factor pursuant to the AWARD FEE EVALUATION PLAN that shall be known as the "Award Fee Percentage".

The Award Fee paid during the four month period covered by the Trimester Performance Grade shall be calculated as follows:

Award Fee = (Award Fee Percentage) x (Sum of Actual Cost of Services)
(The already paid Fee of 5% shall be subtracted from any
award fee above 5%)

The Contractor shall include the Award Fee amount on its next invoice.

The Award Fee Percentage for any four month period for which no trimester Evaluation of the Contractor's Performance has been completed or Trimester Performance Rating calculated within sixty (60) days from the end of the period, shall be equal to the fee awarded during the prior trimester of work performed on this Contract to be adjusted upon completion of the actual evaluation of the particular trimester.

CP-4 LIMITATION OF COST NOTICE

CP-4.1 NOTICE TO THE AUTHORITY

A. Prior to expenditure of seventy-five percent (75%) of the Total Estimated Cost CWO: the Contractor shall notify the AUTHORITY whenever the Contractor has reason to believe that within the next sixty (60) days the cumulative expenditure of reimbursable costs under any CWO will reach one hundred percent (100%) of the Total Estimated Cost. Because the amount of the Estimated Cost may fluctuate with the issuance of each CCR, the Contractor, in ascertaining whether one hundred percent (100%) of the Total Estimated Cost has been expended, shall use the Total Estimated Cost calculated to be in effect on the last day of the prior month. The notice shall include the following:

1. date on which the Contractor expects to reach this one hundred percent (100%) level; and
2. Contractor's best judgment of whether the Services can be completed within the Total Estimated Cost.

B. Deviations from Estimates

1. The Contractor shall use its best efforts to perform the Services and all obligations under the CWO within the Total Estimated Cost. If, however, at any time, in the Contractor's best judgment, the Services cannot be completed within the Total Estimated Cost, the Contractor shall so notify the AUTHORITY. This notice shall include the Contractor's best estimate of (1) the additional cost required to complete all Services; (2) proposed modifications to the Services which would allow the Services to be completed within the Total Estimated Cost; and: (3) a statement setting forth in detail the reasons why the Services cannot be completed within the Total Estimated Cost.

2. If the Contractor's notice states that the Services under a CWO cannot be completed within the Total Estimated Cost, the AUTHORITY may issue an Amendment pursuant to the Provision entitled CHANGES, in the General Conditions (Part B). Until the AUTHORITY gives the Contractor further direction, the Contractor shall proceed with the Services until the cumulative amount of Reimbursable Costs incurred by the Contractor equals the Total Estimated Cost.
3. If it becomes necessary to modify the Scope of Work under a CWO to eliminate work which would allow the Services to be completed within the Total Estimated Cost, the Contractor's Fee may be renegotiated accordingly, pursuant to the Contract. In no event is the Contractor authorized to incur costs which exceed the Total Estimated Cost without prior written modification of the CWO. Any such costs incurred without prior written modification of the CWO shall not be considered Reimbursable Costs hereunder. A contractor that incurs costs in excess of the Total Estimated Cost shall do so at its own risk of nonpayment.
4. If, after such notification, additional funds are not allocated within sixty (60) days or by another agreed upon date, the AUTHORITY will either suspend performance of the Services under the CWO or terminate that CWO on such date.

If the Contractor, in the exercise of its reasonable judgment, estimates that the funds available will allow it to continue to discharge its obligations hereunder for a period extending beyond such date, it shall specify that later date in its request, and the AUTHORITY, in its sole discretion, may either suspend performance of the Services or terminate the CWO on that later date.

CP-5 INVOICING AND PROGRESS PAYMENTS

CP-5.1 INVOICING

The Contractor shall submit, a monthly invoice for each CWO, covering those Reimbursable Costs incurred by the Contractor in the previous months for the Services shown on the Progress Report and the Fee earned. The invoice shall be prepared in a form either provided by or acceptable to the AUTHORITY and shall correlate all invoices with the related Monthly Progress Report. The Monthly Progress Report shall show the Contractor's workers participating in each activity, the number of hours spent on each activity, and other allowable costs. Each invoice shall be accompanied by a certified statement, signed by an authorized officer of the Contractor, similar to the CERTIFICATION FOR REQUEST FOR PAYMENT (Exhibit 7) that the invoice is a true and correct statement of those Reimbursable Costs incurred by the Contractor and that each of the Subcontractors and Suppliers identified in the invoice have been paid from the previous Progress Payment. The Contractor shall provide suitable documentation to the Authority that all subcontractors and suppliers are being paid in accordance with their respective agreements with the Contractor.

Upon receipt of an acceptable invoice and Monthly Progress Report, the AUTHORITY shall process payment to the Contractor within thirty (30) days.

The Contractor shall provide the name, classification, and hours charged (by date) of all Direct Labor personnel who were directly employed in providing Services during the period covered by the invoice. The Contractor shall attach to the monthly invoice, copies of payroll data submitted by the Contractor parent and subcontractor firms for preceding months and of employee time sheets retained at the Contractor Project Office for the month immediately preceding the submittal of the invoice.

CP-5.2 OTHER DIRECT COSTS (ODCS)

The Contractor may also include in its invoice ODCs incurred and not previously billed. The invoice shall be accompanied by copies of invoices or other supporting documentation satisfactory to the AUTHORITY. Upon receipt of approval by the Contracting Officer, the AUTHORITY shall reimburse the Contractor for these ODCs as provided for in the Provision entitled REIMBURSABLE COSTS herein.

CP-5.3 RETENTION

From each invoice, ten percent (10%) of the fee will be deducted and retained by the AUTHORITY until thirty (30) days after Services under the CWO have been completed and accepted by the AUTHORITY. After the retained amount reaches one hundred thousand dollars (\$100,000) for each CWO and progress on the Services is found to be satisfactory, at the sole option of the AUTHORITY, no further additional deductions will be made on the remaining invoices. However, if in the opinion of the AUTHORITY progress on the Services is unsatisfactory, deductions will be reinstated in such amounts as to cause the total retention to equal the total earned fee of the CWO. Upon Final Acceptance of the Services performed under the subject CWO, the Contractor shall submit an invoice for release of retention in accordance with the terms of the Contract.

CP-5.4 PAYMENT

Payment shall be made to the Contractor by the AUTHORITY and shall be transmitted to the following address:

Mail Funds to: JMA, A Joint Venture
4640 Lankershim Blvd., 4th Floor
North Hollywood, CA 91602
Attn: Alastair Biggart

CP-6 COST ACCOUNTING PRACTICES

The Contractor shall estimate, accumulate and allocate CWO costs in accordance with FAR Part 30 - Cost Accounting Standards. At a minimum, the Contractor shall comply with the following practices:

- A. A Contractor's practices used in estimating costs in pricing a CWO shall be consistent with its cost accounting practices used in accumulating and reporting costs.
- B. A Contractor's cost accounting practices used in accumulating and reporting actual costs for the CWO shall be consistent with its practices used in estimating costs in pricing the related CWO.
- C. The grouping of homogeneous costs in estimates prepared for CWO purposes shall not be deemed an inconsistent application of cost accounting practices under paragraphs A and B above when such costs are accumulated and reported in greater detail on an actual cost basis during CWO performance.

- D. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to final cost objectives. No final cost objective shall have allocated to it as an indirect cost any cost, if other costs incurred for the same purpose, in like circumstances, have been included as a direct cost of that or any other final cost objective. Further, no final cost objective shall have allocated to it as a direct cost any cost, if other costs incurred for the same purpose, in like circumstances, have been included in any indirect cost pool to be allocated to that or any other final cost objective.**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D

EXHIBIT 1 PERFORMANCE EVALUATION PLAN

EX-1.1 INTRODUCTION

The Contractor's fee will be based on an evaluation of performance on each CWO.

This award fee structure is intended to motivate and reward excellence for performance while encouraging the Contractor to develop innovative methods and techniques in the provision of services for the AUTHORITY. The AUTHORITY has selected the Cost-Plus-Award Fee contract vehicle to insure cost control, timeliness, and the highest quality of work.

The payment structure of this Cost-Plus-Award Fee Contract consists of a five percent (5%) Provisional Fee on the Contractor's Direct Labor and applicable indirect Loadings, as well as a thirteen percent (13%) maximum Award Fee on the Contractor Direct Labor including applicable Indirect Loadings. The amount of Award Fee that may be received by the Contractor for each CWO will be directly linked to the quality of performance as evaluated by the AUTHORITY's Performance Evaluation Board (PEB) in accordance with this Performance Evaluation Plan (PEP).

The Award Fee will be shared with the Contractor's staff at every level consistent with the plan established herein.

EX-1.2 AWARD FEE EVALUATION CATEGORIES

The Award Fee structure is divided into five evaluation categories: (1) Project Management, (2) Quality, (3) Budget, and (4) Schedule. The contractor will review and comment upon the evaluation criteria. At the discretion of the AUTHORITY, CWOs may be evaluated individually or combined depending on their scope and size. The evaluation criteria will be negotiated at the beginning of each CWO and will be used throughout the term of the CWO. The definition of Rating Guideline will be an objective measurement of the Contractor's ability to meet Criteria Guidelines as negotiated for each evaluation period. The evaluation of the Contractor will also incorporate a review of previous evaluation reports to provide the Authority with an overall picture of the Contractor's long term level of performance.

EX-1.3 PROCEDURES

The following procedures should be followed in evaluating the Contractor performance on each CWO:

The Contractor's performance shall be formally evaluated at the end of each trimester of the CWO term. Twenty (20) days prior to the end of each trimester the Contractor shall submit to the AUTHORITY a written objective appraisal of its performance during the period. It shall address both the positive and negative aspects of its performance, and as appropriate, action contemplated to remedy the negative aspects of performance. At the option of the AUTHORITY (and by request of the PEB), the Contractor may present a subsequent oral briefing to the PEB on its performance for the evaluation period.

Evaluation of the Contractor's performance shall be made by the PEB utilizing the criteria and numeric rating system set forth herein. This evaluation will consider the specifics of the Contractor's performance under each evaluation category and performance evaluation criteria set forth in this plan. A review of the Contractor's written self-appraisal (and oral briefing, if required) will be made. A numeric score shall be assigned to each of the performance categories by each of the Board members. The numeric scores shall be averaged for each area and then weighted as described herein, thereby deriving the Contractor's overall performance rating. This rating shall determine the corresponding Award Fee Percentage in accordance with this evaluation plan. The PEB shall report its recommendation to the Director of Contracts for Construction. This evaluation shall be completed and the recommendation reported to the Contractor within ten (10) working days of the end of the reporting period.

Within fifteen (15) days after determination of the proposed Award Fee, the AUTHORITY will notify the Contractor of any Award Fee Percentage proposal.

The Contractor shall provide written comment with respect to the Award Fee proposal, if any, within five days after notification. The Authority's decision on the amount of fee to be paid will be final.

EX-1.4 PERFORMANCE EVALUATION FEE CRITERIA

The attached Award Fee Criteria, as developed from the CDRL and evaluation plan that were prepared by the Contractor, will be used in evaluating the Contractor for the duration of the first CWO or when mutually amended.

EX-1.5 AWARD FEE OBJECTIVE RATINGS

The following objective ratings will be used in the Award Fee evaluation:

EVALUATION CRITERIA	RATING
EXCELLENT Performance	4.0
COMMENDABLE Performance	3.0
SATISFACTORY Performance	2.0
POOR Performance	1.0
UNACCEPTABLE Performance	0.0

EX-1.6 AWARD FEE OBJECTIVE RATINGS - DEFINITION

EXCELLENT To obtain a performance rating of excellent the Contractor's performance shall range from substantially better than average to outstanding. To earn this rating level the Contractor must have greatly exceeded the average performance standard which would be expected of a qualified Contractor. Areas of deficiencies are few and overall are considered relatively unimportant. The Contractor shows exceptional initiative in executing the job and achieving improvement. This range represents a practical goal, to be awarded for a degree of performance which is real and attainable, not theoretical.

COMMENDABLE To obtain a performance rating of commendable, the Contractor's performance will exceed the performance expected of a qualified Contractor. Areas of average performance are few and are more than offset by areas of above average or excellent performance. Performance at the top of the range is substantially better

than average and the bottom of the range represents a performance of slightly above average.

The degree to which the Contractor has exceeded the average performance standard which would be expected of a qualified Contractor will determine the award fee in this range.

SATISFACTORY

To obtain a performance rating of satisfactory, the Contractor's performance represents a performance slightly above average to slightly below average of that which would be expected of a qualified Contractor. Areas of less than competent performance are more than offset by above average performance. The mid point of the rating represents average performance that would be expected of a qualified Contractor. The degree to which the Contractor's performance exceeds or has slipped below the average determines the grade within this range.

POOR

To obtain a performance rating of poor, the Contractor will have performed below the average expected of a qualified Contractor. The Contractor at this point is close to performance which would be considered below average and deficiencies are such that immediate steps must be taken to correct this situation.

UNACCEPTABLE

Performance is deficient in a substantial number of areas of effort, and is sufficiently far below average performance as to be overall unsatisfactory. Immediate improvement is required in order to permit continuation of the contract.

EX-1.7 TOTAL AWARD FEE PERCENTAGE TABLE

The Total Award Fee Percentage, will be determined using the following table, using the evaluation criteria rating select the Award Fee Percentage.

EVALUATED RATING	AWARD FEE PERCENTAGE
4	13
3.75	12.5
3.5	11.6
3.25	10.9
3	10.3
2.75	9.6
2.5	8.9
2.25	8.2
2	7.5
1.75	6.6
1.5	5.6
1.25	4.7
1	3.8

EVALUATED RATING	AWARD FEE PERCENTAGE
.75	2.8
.5	1.9
.25	1.0
0	0

END OF EXHIBIT 1

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D

EXHIBIT 2 CWO FORM

CONTRACT WORK ORDER

LOS ANGELES COUNTY METROPOLITAN
 TRANSPORTATION AUTHORITY
 CONSTRUCTION DIVISION
 P.O. Box 194
 Los Angeles, CA 90053
 (213) 922-6000

Date: _____
 CWO No: _____
 Amend. No: _____
 Contract No: _____
 Contractor: _____

Except as otherwise expressly provided herein, the Consultant/Contractor hereby agrees to perform the work described below in accordance with all of the terms and conditions of the contract referenced above. The Consultant/Contractor shall furnish the necessary facilities, materials and professional, technical and supporting personnel required by this Work Order as described below.

SCOPE OF SERVICES DESCRIPTION

(USE ATTACHMENTS AS NEEDED AND BE SURE TO CALL OUT ANY REQUIRED DELIVERABLES)

COST

	ESTIMATED COST	FEE	TOTAL ESTIMATED COST & FEE
Previously Approved:	\$	\$	\$
This Action:			
Total:			

LACMTA CONSTRUCTION DIVISION

APPROVED:

By: _____ Date: _____
 (Insert Name)
 Deputy Executive Officer/Project Manager-(Line)

By: _____ Date: _____
 (Insert Name)
 Program Controls Manager-(Line)

By: _____ Date: _____
 (Insert Name)
 Manager of Contracts

CONSULTANT/CONTRACTOR

I hereby acknowledge receipt and acceptance of this Contract Work Order.

By: _____
 (Signature)

 (Print Name)

Title: _____

Date: _____

Fund	Project Number	Cost Center	Object Code (Line Item)	Original Amount	Revised Amount	Total CWO Amount	Grant #	MAC Code

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D

EXHIBIT 3 CONTRACT PRICING PROPOSAL FORM 60

EX-3.1 GENERAL

When requested by the AUTHORITY, the Contractor shall submit a proposal for the performance of services, which is suitable for detailed review and analysis.

In addition to the specific information required by the Form 60, the Contractor is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation which are reasonably required for the conduct of an appropriate review and analysis in the light of the specific requirements of the CWO. For effective negotiations, it is essential that there be a clear understanding of:

- A. The existing, verifiable data,
- B. The judgmental factors applied in projecting from known data to the estimate, and
- C. The assumptions used by the Contractor in its estimated cost or proposed price.

The Contractors estimating process itself needs to be disclosed.

If the attachment of supporting cost or pricing data to this form is impracticable, the data will be described (with schedules as appropriate) and made available to the AUTHORITY upon request.

The formats for the "Cost Elements" are not intended as rigid requirements. These may be presented in a different format with the *prior* approval of the AUTHORITY if required for more effective and efficient presentation. In all other aspects this form will be completed and submitted *without change*.

By submission of the Proposal the Contractor grants to the AUTHORITY, the right to examine, for the purpose of verifying the cost or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations/discussions related to the award of the services described in the proposal.

The Contractors proposal shall follow the requirements of the AUTHORITY's Consultant Cost Guidelines, including all revisions.

EX-3.2 DIRECT LABOR

This category covers all of the types of labor -- engineering (delineating different levels as appropriate), support staff, etc. -- that will be *directly* charged to the contract. The Contractor is free to group labor in any categories that assist in managing the provision of Services as long as the costs are accumulated for the same categories that are used for estimating purposes. A "time-phased breakdown" of labor hours and

rates reflects the fact that the process of estimating and analyzing labor costs normally considers hours and rates separately.

A. Labor Hours

The estimate of labor hours must be made by breaking down the projected Services into its constituent parts and projecting the labor hours necessary to perform each part of the Services.

B. Labor Rates

The proposal shall include the labor rates for various categories of employees to be used on the CWO, which shall be based upon actual rates for specific individuals or category rates consistent with the Contractors estimating protocols. This information must be included as part of the Contractor's cost or pricing data.*

***Note:** Another factor that is assessed is the number of workers the Contractor expects to employ during the contract performance period.

EX-3.3 LABOR OVERHEAD

Indicate the rates used and provide an appropriate explanation. Where agreement has been reached with the AUTHORITY regarding the use of forward pricing rates, those rates shall be used. Provide the method of computation and application of the Contractor's overhead expenses, including cost breakdown and showing trends and budgetary data as necessary to provide a basis for evaluation of the reasonableness of proposed rates. Provide the reason for use of overhead rates which depart significantly from experienced rates (reduced volume, a planned major rearrangement, etc.).

EX-3.4 TRAVEL

Travel shall be itemized to include the number of trips, the number of people traveling, the estimated cost of the transportation (including mode), the per diem cost of each traveler, etc. Provide itemized supporting data on the second page of "Form 60" or other attachments as appropriate. Travel costs shall be consistent with the AUTHORITY's Consultant Cost Guidelines.

EX-3.5 SUBCONTRACTORS

Identify the direct labor, overhead, G & A, ODC's and provide the total estimated cost for each Subcontractor. Attach an individual AUTHORITY "Form 60" for each Subcontractor to be used in the performance of the Services.

EX-3.6 OTHER DIRECT COSTS (ODC)

Proposers charge a variety of costs directly to contracts to obtain more accurate cost allocation. Such costs are frequently sporadic in nature varying greatly from one contract effort to another. The AUTHORITY will assess each type of direct cost in terms of its relationship to the Services on the contract to determine if the Contractor is estimating a level of cost that is reasonable under the specific circumstances. Material costs, if any, shall be itemized and supported on the basis for pricing materials such as vendor quotes, shop estimates, or invoice prices, etc. Provide itemized supporting data related to ODC's on the second page of the "Form 60", or attachments as necessary.

EX-3.7 GENERAL & ADMINISTRATIVE (G & A)

Identify the percentage used for general and administrative expense and the elements which comprise the allocation base for this expense. If applicable, the allocation base for general and administrative expense is total expense before G & A. The proposer shall provide the total estimated cost of G & A expense.

EX-3.8 FEE/PROFIT

The Proposer shall provide the estimated fee/profit that is expected to be earned.

The cost and pricing data must be accurate, complete and current, and the judgement factors used in projecting from the data to the estimates must be stated in sufficient detail to enable the AUTHORITY to evaluate the Proposal.

CONTRACT PRICING QUALIFICATION FORM 60

CONTRACT PRICING QUALIFICATION (Services)	MTA "FORM 60"	PAGE OF <u> </u>
NAME OF PROPOSER	DIVISION(S)/LOCATION(S) WHERE SERVICES ARE TO BE PERFORMED	
HOME OFFICE ADDRESS		
SERVICES TO BE PERFORMED	CONTRACT No.	
	TOTAL AMOUNT OF QUALIFICATION	

DETAILED DESCRIPTION OF COST ELEMENTS

1. DIRECT LABOR	ESTIMATED	RATE/HOUR	EST COST (\$)	TOTAL EST.
TOTAL DIRECT LABOR				
2. LABOR OVERHEAD	O.H. RATE	X BASE =	EST. COST	
TOTAL LABOR OVERHEAD				
3. TRAVEL*			EST. COST	
a. Transportation				
b. Per Diem or Subsistence				
TOTAL TRAVEL				
4. SUBCONTRACTORS/SUPPLIERS**			EST. COST	
TOTAL SUBCONTRACTORS/SUPPLIERS				
5. Other Direct Costs*				
TOTAL DIRECT COST AND OVERHEAD				
6. GENERAL & ADMIN. EXPENSE (% OF ITEM NOS.)				
7. FEE				
TOTAL ESTIMATED COST AND FEE				

* ITEMIZE ON SECOND PAGE OF "FORM 60"
 ** ATTACH MTA "FORM 60" FOR ALL PROPOSED SUBCONTRACTORS

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D

EXHIBIT 4 CONSULTANT CHANGE REQUEST (CCR) FORM

**CONSULTANT
CHANGE REQUEST**

FILE: CA520/

CONSULTANT:
CHANGE TITLE:

PRIORITY: BASIS:

CHANGE DESCRIPTION:

DESCRIPTION:

TIME FRAME:

CONTRACT COST IMPACT (ESTIMATE)

PROJECT	FORM COST ESTIMATE	ESTIMATED LABOR HOURS
---------	--------------------	-----------------------

TOTAL:

IMPACT ASSESSMENT: (SEE CCR FINDING-OF-FACT FOR DETAILS)

MOD SCHEDULE IMPACT:	DOCUMENT IMPACTED:	SUBCONTRACTORS AFFECTED:
BUDGET IMPACT:	THIRD PARTY AFFECTED:	CONTRACT SCOPE CHANGED:

REQUESTED BY: DATE:

RECOMMENDED BY: DATE:

CHANGE DIRECTIVE: THE CHANGE DESCRIBED ABOVE IS APPROVED. THE CONSULTANT IS DIRECTED TO:

- PROCEED WITH THE WORK DESCRIBED UP TO A COST LIMIT OF \$_____. THE CONSULTANT TO MAINTAIN RECORDS OF HOURS EXPENDED AND NOTIFY THE MTA WHEN 75% OF THE COST LIMIT HAS BEEN REACHED.
- DO NOT PROCEED WITH THE WORK DESCRIBED UNTIL FINAL COSTS HAVE BEEN NEGOTIATED AND A CONTRACT AMENDMENT HAS BEEN APPROVED.
- SUBMIT A DETAILED COST PRICING PROPOSAL (CPP) NO LATER THAN.
- PROCEED WITH THE WORK DESCRIBED ABOVE. NO CHANGE TO THE CONSULTANT'S CONTRACT IS REQUIRED.

(REQUIRED FOR ADDITIONAL PROJECT AFFECTED)
APPROVED: DATE:

(REQUIRED FOR ADDITIONAL PROJECT AFFECTED)
APPROVED: DATE:

(REQUIRED FOR ADDITIONAL PROJECT AFFECTED)
APPROVED: DATE:

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D

EXHIBIT 5 CCR FINDING OF FACT FORM

METRO SYSTEM

**CONTRACT:
WORK ORDER:
CCR:**

**CONSULTANT CHANGE REQUEST
FINDING OF FACT**

FILE: CA520/

CONSULTANT:

CHANGE TITLE:

BASIS:

PRIORITY: (R = ROUTINE, U = URGENT)

**ASSIGNED:
ISSUED FOR CTE:
CCRB:**

**APPROVED:
START WORK:**

**NEGOTIATED:
AMENDED:**

AMENDMENT #:

NEXT ACTION:

RELATED CN:

RELATED DCN:

CHANGE DESCRIPTION:

WHO:

WHAT:

WHEN:

WHY:

CHRONOLOGY OF EVENTS:

DATE	REFERENCE	DESCRIPTION
-------------	------------------	--------------------

CONTRACT COST IMPACT (ESTIMATE)

PROJECT	ROM COST ESTIMATE	ESTIMATED LABOR HOURS
----------------	--------------------------	------------------------------

TOTAL:

METRO SYSTEM

**CONTRACT:
WORK ORDER:
CCR:**

**CONSULTANT CHANGE REQUEST
FINDING OF FACT**

FILE: CA520/

CONSULTANT:

CHANGE TITLE:

Continued...

IMPACT ASSESSMENT:

SCHEDULE:

BUDGET:

DOCUMENT REVISION:

THIRD PARTY:

SUBCONTRACT:

SCOPE:

SUBMITTED BY:

TITLE/ORG:

DATE:

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D

EXHIBIT 6 ADVANCED COST UNDERSTANDING

**Salary Schedules/
Budgets:**

Per Final Budget dated September 9, 1995

Salary Escalation:

Not-to-exceed 12% for term of contract subject to AUTHORITY approval when adjustment requests are submitted within 60 days of AUTHORITY adoption of its annual budget.

Individual salaries exceeding salary ranges must be approved by the AUTHORITY.

Other Direct Costs:

Per final submittal dated September 12, 1995

**Relocation Costs
are capped at:**

Overseas	\$32,370 / person (8 persons)
US	\$30,508 / person (7 persons)

The above amounts shall not be exceeded without MTA's prior approval.

Consultant shall obtain the advance approval of the AUTHORITY prior to relocating any personnel and shall identify the capped relocation category that will be used.

Mortgage/rental differential and other related relocation costs are capped at \$439,400, no costs will be paid that are not allowable within the FAR guidelines.

Subcontractors:

May receive 10% fee that meet the terms and conditions of the Contract.

Prime Contractor may receive a 3% administration fee based on subcontractor's actual labor cost plus applicable overheads excluding subcontractors fee.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**CONTRACT NO. MC047
NORTH HOLLYWOOD CONSTRUCTION MANAGEMENT SERVICES**

PART D

EXHIBIT 7 CERTIFICATION FOR REQUEST FOR PAYMENT

I hereby certify, to the best of my knowledge and belief, that--

- A. The invoice is a true and correct statement of those Reimbursable Costs incurred by the Contractor for performance in accordance with the terms and conditions of Contract No. MC047;
- B. Payments to Subcontractors and Suppliers have been made from previous payments received under Contract No. MC047, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements.
- C. This request for progress payments does not include any amount which the Contractor intends to withhold or retain from a Subcontractor or Supplier in accordance with the terms and conditions of the subcontract.

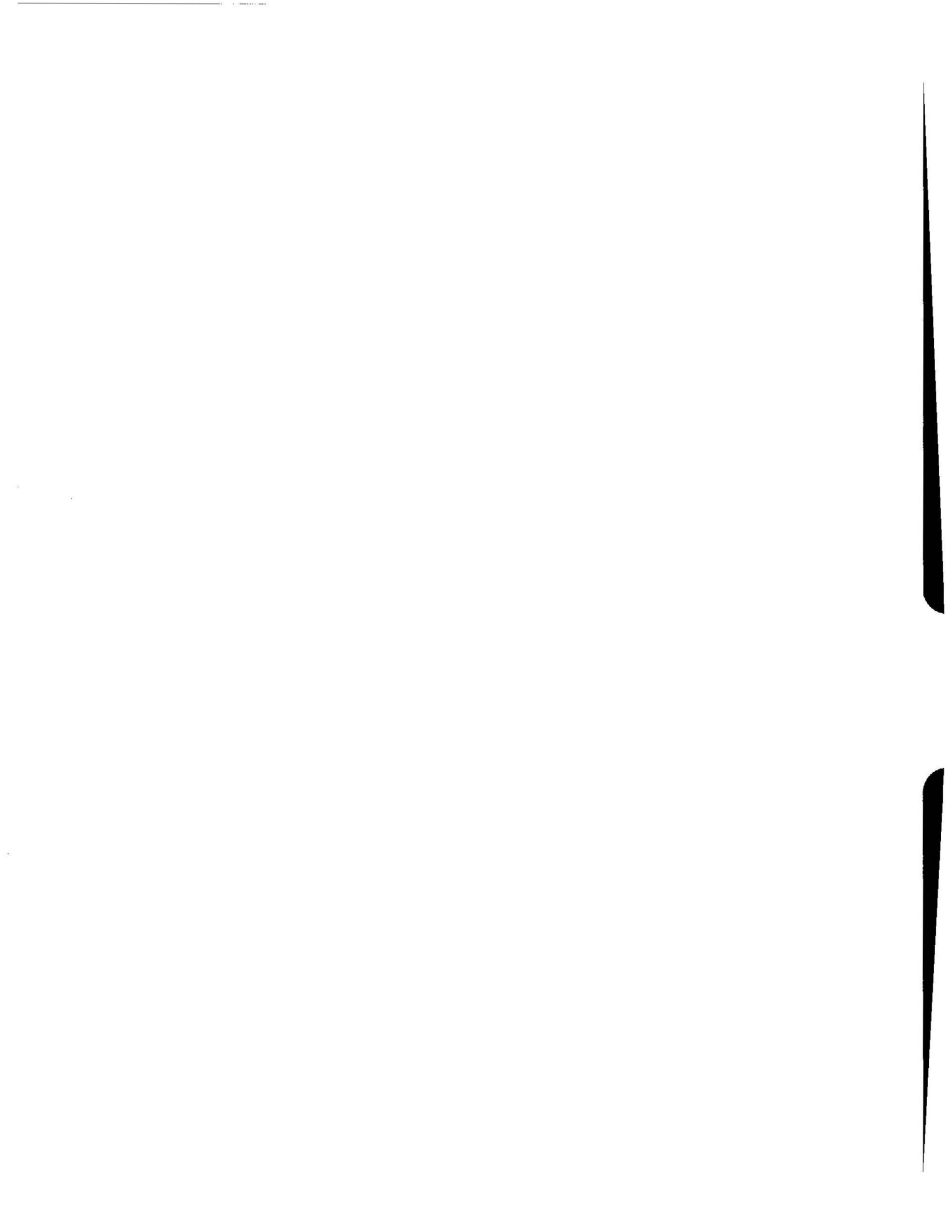
(Signature of Authorized Officer)

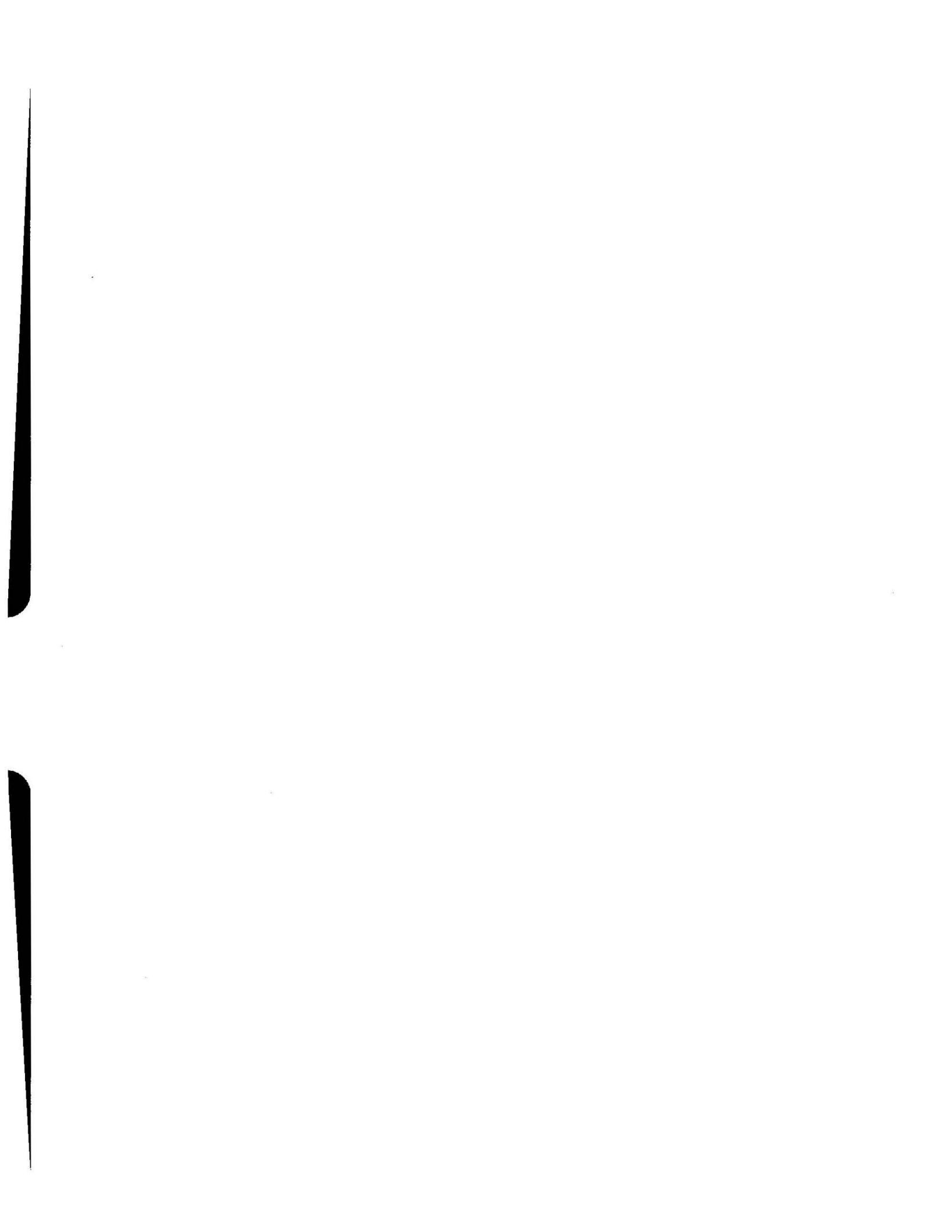
(Name)

(Title)

(Company)

(Date)





**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART E
CONTRACT COMPLIANCE MANUAL
FOR FEDERALLY FUNDED CONTRACTS
(UNDER SEPARATE COVER)**



**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART F
SYSTEM SAFETY AND SECURITY MANUAL
(UNDER SEPARATE COVER)**



...



**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART H
SYSTEMS INSURANCE SPECIFICATIONS
(UNDER SEPARATE COVER)**





**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART J
POLICIES AND GUIDELINES ON LOBBYING**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART J

POLICIES AND GUIDELINES ON LOBBYING

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART J

POLICIES AND GUIDELINES ON LOBBYING

PG-6.0 DEFINITIONS

For purposes of this section, the following terms are defined as follows:

PG-6.0.1 "Activity expense" means any expense incurred or payment made by a lobbyist, lobbying firm, or lobbyist employer, or arranged by a lobbyist, lobbying firm, or lobbyist employer, which benefits in whole or in part any AUTHORITY official, or a member of the immediate family of an AUTHORITY official.

PG-6.0.2 "Administrative testimony" means influencing or attempting to influence AUTHORITY action undertaken by any person or entity who does not seek to enter into a contract or other arrangement with the AUTHORITY by acting as counsel in, appearing as a witness in, or providing written submissions, including answers to inquiries, which become a part of the record of any proceeding of the AUTHORITY which is conducted as an open public hearing for which public notice is given.

PG-6.0.3 "AUTHORITY" means the Los Angeles County Metropolitan Transportation Authority and all of its organizational components, affiliates, and subsidiaries.

PG-6.0.4 "AUTHORITY action" means the drafting, introduction, consideration, modification, enactment, or defeat of an ordinance, resolution, contract, or report by the governing board of an organizational unit of the AUTHORITY, or by an AUTHORITY official, including any action taken, or required to be taken, by a vote of the members of the AUTHORITY or by the members of the governing board of an organizational unit of the AUTHORITY, except those actions relating to Public Utilities Code, Article 10 (commencing with Section 30750) of Chapter 5 of Part 3 of Division 10.

PG-6.0.5 "AUTHORITY official" means any member of the AUTHORITY, alternate member, member of an organizational unit of the AUTHORITY, and employee of the AUTHORITY.

PG-6.0.6 "AUTHORITY employee" means any individual, including a consultant, who receives compensation from the AUTHORITY for full or part-time employment. The term AUTHORITY employee includes a designated AUTHORITY employee.

PG-6.0.7 "Contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received unless it is clear from the surrounding circumstances that it is not made for political purposes. An expenditure made at the behest of a candidate, committee, or elected officer is a contribution to the candidate, committee, or elected officer unless full and adequate consideration is received for making the expenditure.

"Contribution" also includes the purchase of tickets for events such as dinners, luncheons, rallies, and similar fundraising events; the candidate's own money or property used on behalf of his or her candidacy; the granting of discounts or rebates

not extended to the public generally or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; the payment of compensation by any person for the personal services or expenses of any other person if such services are rendered or expenses incurred on behalf of a candidate or committee without payment of full and adequate consideration.

"Contribution" also includes any transfer of anything of value received by a committee from another committee, unless full and adequate consideration is received.

"Contribution" does not include amounts received pursuant to an enforceable promise to the extent such amounts have been previously reported as a contribution. However, the fact that such amounts have been received shall be indicated in the appropriate campaign statement.

"Contribution" does not include a payment made by an occupant of a home or office for costs related to any meeting or fundraising event held in the occupant's home or office if the costs for the meeting or fundraising event are five hundred dollars (\$500) or less.

"Contribution" does not include volunteer personal services or payments made by any individual for his or her own travel expenses if such payments are made voluntarily without any understanding or agreement that they shall be, directly or indirectly, repaid to him or her.

- PG-6.0.8** "Designated AUTHORITY Employee" means any officer, employee, member, or consultant of the AUTHORITY whose position with the AUTHORITY, as designated in the MTA Code of Conduct, entails the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest.
- PG-6.0.9** "Filing officer" means the individual designated by the AUTHORITY with whom statements and reports required by these regulations shall be filed.
- PG-6.0.10** "Lobbying" means influencing or attempting to influence AUTHORITY action through direct or indirect communication, other than administrative testimony, with an AUTHORITY official.
- PG-6.0.11** "Lobbying firm" means any business entity, including an individual lobbyist, which meets either of the following criteria: (1) The business entity receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, for the purpose of influencing AUTHORITY action on behalf of any other person, and any partner, owner, officer, or employee of the business entity is a lobbyist. (2) The business entity receives or becomes entitled to receive any compensation, other than reimbursement for reasonable travel expenses, to communicate directly with any agency official for the purpose of influencing AUTHORITY action on behalf of any other person, if a substantial or regular portion of the activities for which the business entity receives compensation is for the purpose of influencing AUTHORITY action.
- PG-6.0.12** "Lobbyist" means any individual who receives any economic consideration, other than reimbursement for reasonable travel expenses, for lobbying, including consultants and officers or employees of any business entity seeking to enter into a contract with the AUTHORITY.

PG-6.0.13 "Lobbyist employer" means any Person, other than a lobbying firm, who does either of the following:

(A) Employs one or more lobbyists for the purpose of influencing AUTHORITY action,

or

(B) Contracts for the services of a lobbying firm for economic consideration for the purpose of influencing AUTHORITY action.

PG-6.0.14 "Significant Other" means an individual with whom a Board Member/Alternate or AUTHORITY employee participates in a dating relationship.

PG-6.1 REGISTRATION

PG-6.1.1 Registration Requirements

Lobbyists, lobbying firms, and lobbyist employers shall register with the filing officer within ten (10) days after qualifying as a lobbyist, lobbying firm, or lobbyist employer. Registration shall be completed prior to the commencement of lobbying by the lobbyist. Registration shall include the filing of a registration statement, and the payment of any fees authorized by this section. Registration shall be renewed each year on the anniversary date of registration by the filing of a new registration statement and the payment of a fee. Each lobbyist, lobbying firm, and lobbyist employer required to register under this section may be charged a fee by the AUTHORITY that shall be in an amount necessary to pay the direct costs of implementing this section.

PG-6.1.2 Contents of Registration Statements

(A) The *lobbyist* registration statement shall include all of the following:

(1) The name, address, and telephone number of the lobbyist.

(2) For each person from whom the lobbyist receives compensation to provide lobbying services, all of the following:

(a) The full name, business address, and telephone number of the person or company.

(b) A written authorization signed by the person.

(c) The time period of the contract or employment agreement.

(d) The lobbying interests of the person or company.

(3) A statement signed by the lobbyist certifying that he or she has read and understands the prohibitions contained in Section PG-6.4.

(B) The registration statement of a *lobbying firm* shall include all of the following:

(1) The full name, business address, and telephone number of the lobbying firm.

- (2) A list of the lobbyists who are partners, owners, officers, or employees of the lobbying firm.
 - (3) For each person or company with whom the lobbying firm contracts to provide lobbying services, the following:
 - (a) The full name, business address, and telephone number of the person or company.
 - (b) A written authorization signed by the person.
 - (c) The time period of the contract.
 - (d) Information sufficient to identify the lobbying interests of the person or company.
 - (4) A statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Section PG-6.4.
- (C) The registration statement of a *lobbyist employer* shall include all of the following:
- (1) The full name, business address, and telephone number of the lobbyist employer.
 - (2) A list of the lobbyists who are employed by the lobbyist employer.
 - (3) The lobbying interests of the lobbyist employer, including identification of specific contracts or AUTHORITY actions.
 - (4) A statement signed by the designated responsible person that he or she has read and understands the prohibitions contained in Section PG-6.5.
- (D) The registration statement may be amended within ten (10) days of a change in the information included in the statement. However, if the change includes the name of a person by whom a lobbyist or lobbying firm is retained, the registration statement shall be amended to show that change prior to the commencement of lobbying by the lobbying firm or the lobbyist.

PG-6.2 RECORD RETENTION AND AUDIT

Lobbyists, lobbying firms, and lobbyist employers which receive payments, make payments, or incur expenses or expect to receive payments, make payments, or incur expenses in connection with activities which are reportable pursuant to this section shall keep detailed accounts, records, bills, and receipts for a period of four (4) years and make them reasonably available for inspection for the purposes of auditing for compliance with, or enforcement of, this section.

PG-6.3 CONTENTS OF QUARTERLY REPORTS

PG-6.3.1 A *lobbyist* shall complete and verify a quarterly report, and file his or her report with the filing officer, and a copy of the report with his or her lobbying firm or lobbyist employer. The quarterly report shall contain all of the following:

- (A) A report of all activity expenses by the lobbyist during the reporting period.
- (B) A report of all contributions of one hundred dollars (\$100) or more made or delivered by the lobbyist to any AUTHORITY official during the reporting period.

PG-6.3.2 *A lobbying firm* shall file a quarterly report containing all of the following:

- (A) The full name, address, and telephone number of the lobbying firm.
- (B) The full name, business address, and telephone number of each person or company who contracted with the lobbying firm for lobbying services, a description of the specific lobbying interests of the person or company, and the total payments, including fees and the reimbursement of expenses, received from the person for lobbying services during the reporting period.
- (C) A copy of the quarterly report completed and verified by each lobbyist in the lobbying firm pursuant to Section PG-6.3.1.
- (D) Each activity expense incurred by the lobbying firm including those reimbursed by a person or company who contracts with the lobbying firm for lobbying services.
- (E) The date, amount, and the name of the recipient of any contribution of one hundred dollars (\$100) or more made by the filer to an AUTHORITY official.

PG-6.3.3 *A lobbyist employer* shall file a quarterly report containing all of the following:

- (A) The name, business address, and telephone number of the lobbyist employer.
- (B) The total amount of payments to each lobbying firm.
- (C) The total amount of all payments to lobbyists employed by the filer.
- (D) A description of the specific lobbying interests of the filer.
- (E) A quarterly report, completed and verified by each lobbyist employed by a lobbyist employer pursuant to Section PG-6.3.1.
- (F) Each activity expense of the filer and a total of all activity expenses of the filer.
- (G) The date, amount, and the name of the recipient of any contribution of one hundred dollars (\$100) or more made by the filer to an AUTHORITY official.
- (H) The total of all other payments to influence AUTHORITY action.

PG-6.3.4 The quarterly reports required by Sections PG-6.3.1, PG-6.3.2 and PG-6.3.3 shall be filed within thirty (30) days after the end of each calendar quarter. The period covered shall be from the beginning of the calendar year through the last day of the calendar quarter prior to the thirty day period during which the report is filed, except that the period covered by the first report a person or company is required to file shall begin with the first day of the calendar quarter in which the filer first registered or qualified.

PG-6.3.5 When a person is required to report activity expenses pursuant to this section, all of the following information shall be provided:

- (A) The date and amount of each activity expense.
- (B) The full name and official position, if any, of the beneficiary of each expense, a description of the benefit, and the amount of the benefit. The full name of the payee of each expense if other than the beneficiary.

PG-6.4 RECORD RETENTION BY AUTHORITY

The original and one copy of each report required by Sections PG-6.3.1, PG-6.3.2 and PG-6.3.3 shall be filed with the filing officer, shall be retained by the AUTHORITY for a minimum of four (4) years, and shall be available for inspection by the public during regular working hours.

PG-6.5 LIMITATIONS ON LOBBYING

PG-6.5.1 It is unlawful for a lobbyist, a lobbying firm or a lobbyist employer to make gifts to an AUTHORITY official aggregating more than ten dollars (\$10) in a calendar month, or to act as an agent or intermediary in the making of any gift, or to arrange for the making of any gift by any other person.

PG-6.5.2 It is unlawful for any AUTHORITY official knowingly to receive any gift which is made improper by these regulations. For the purposes of this subdivision, "gift" means:

- (A) except as provided in subsection (2), any payment to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person, other than a defendant in a criminal action, who claims that a payment is not a gift by reason or receipt of consideration has the burden of proving that the consideration received is of equal or greater value.
- (B) The term "gift" *does not include*:
 - (1) Informational material such as books, reports, pamphlets, calendars, or periodicals. No payment for travel or reimbursement for any expenses shall be deemed "informational material".
 - (2) Gifts which are not used and which, within 30 days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes.
 - (3) Gifts from an individual's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin or the spouse of any such person; provided that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph.
 - (4) Campaign contributions as defined under Section PG-6.0.7 of this Chapter.

- (5) Any devise or inheritance.
- (6) Personalized plaques and trophies with an individual value of less than two hundred fifty dollars (\$250).

PG-6.5.3 No lobbyist or lobbying firm shall do any of the following:

- (A) Do anything with the purpose of placing an AUTHORITY official under personal obligation to the lobbyist, the lobbying firm, or the lobbyist's or the firm's employer.
- (B) Deceive or attempt to deceive any AUTHORITY official with regard to any material fact pertinent to any AUTHORITY action.
- (C) Cause or influence any AUTHORITY action for the purpose of thereafter being employed to secure its passage or defeat.
- (D) Attempt to create a fictitious appearance of public favor or disfavor of any AUTHORITY action, or cause any communications to be sent to any AUTHORITY official in the name of any fictitious person or in the name of any real person, except with the consent of that real person.
- (E) Represent falsely, either directly or indirectly, that the lobbyist or the lobbying firm can control any AUTHORITY official.
- (F) Accept or agree to accept any payment that is contingent upon the outcome of any AUTHORITY action.

PG-6.5.4 No former AUTHORITY official shall become a lobbyist for a period of one (1) year after leaving the AUTHORITY.

PG-6.6 TERMINATIONS

PG-6.6.1 Lobbying firms and lobbyist employers upon ceasing all lobbying activity which required registration shall file a notice of termination within thirty (30) days after the cessation.

PG-6.6.2 Lobbyists and lobbyist firms shall remain subject to Section PG-6.5 for twelve (12) months after filing a notice of termination.

PG-6.7 ENFORCEMENT PROVISIONS

PG-6.7.1 The provisions of this Section are not applicable to any of the following:

- (A) An elected public official who is acting in his or her official capacity to influence AUTHORITY action.
- (B) Any newspaper or other periodical of general circulation, book publisher, radio or television station which, in the ordinary course of business, publishes or broadcasts news items, editorials, or other documents, or paid advertisement, that directly or indirectly urges AUTHORITY action, if the newspaper, periodical, book publisher, radio or television station engages in no further or other activities in connection with urging AUTHORITY action other than to appear before the AUTHORITY in support of, or in opposition to the AUTHORITY action.

PG-6.7.2 The AUTHORITY shall reject any bid or other proposal to enter into a contract with the AUTHORITY by any person or entity who has not complied with the registration and reporting requirements of this section.

PG-6.7.3 Any person who knowingly or willfully violates any provision of these regulation of lobbying provisions is guilty of a misdemeanor.

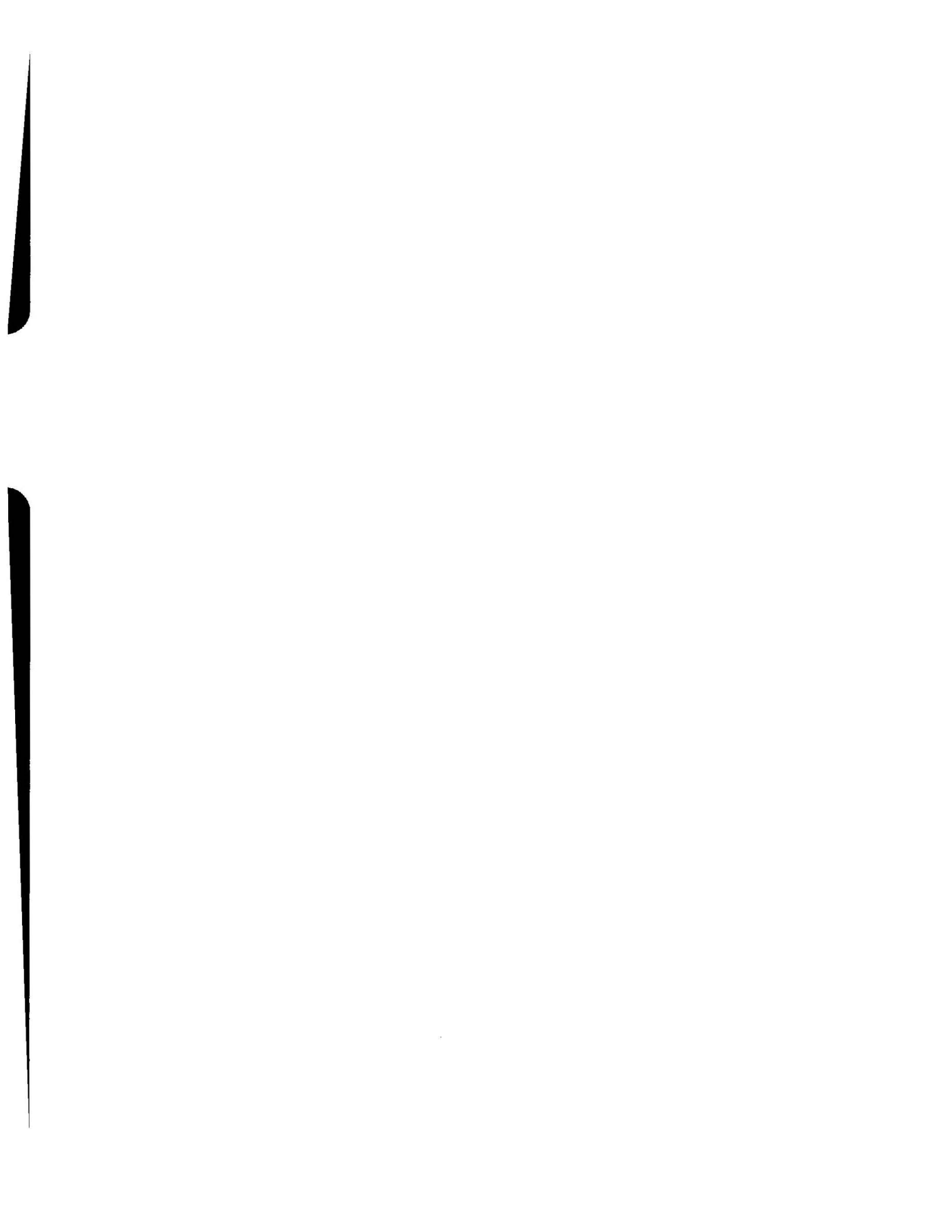
PG-6.7.4 The District Attorney of the County of Los Angeles is responsible for the prosecution of violations of these regulations of lobbying provisions.

PG-6.7.5 Any person who violates any provision of these lobbying guidelines is liable in a civil action brought by the civil prosecutor or by a person residing within the jurisdiction of the Authority for an amount up to five hundred (\$500), or three times the amount of an unlawful gift or expenditure, whichever is greater.

PG-6.8 EFFECTIVE DATES

These regulations shall be effective as of February 1, 1993.

END OF POLICIES AND GUIDELINES ON LOBBYING



**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART K
FEDERAL LOBBYING RESTRICTIONS**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART K

FEDERAL LOBBYING RESTRICTIONS

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(c)	Disclosure	K-4

EXHIBITS

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1	CERTIFICATION OF RESTRICTIONS ON LOBBYING	K-1-1
2	DISCLOSURE OF LOBBYING ACTIVITIES	K-2-1
	INSTRUCTIONS FOR COMPLETION OF SF-LLL	
	DISCLOSURE OF LOBBYING ACTIVITIES (FORM SF-LLL)	
	DISCLOSURE OF LOBBYING ACTIVITIES - CONTINUATION SHEET (FORM SF-LLL-A)	

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART K

FEDERAL LOBBYING RESTRICTIONS

AUTHORITY SPECIFIC INSTRUCTIONS

The Contractor and all Subcontractors of any tier with subcontracts with a contract value exceeding \$100,000 are subject to the requirements of Part K.

When completing Form SF-LLL please incorporate the following:

- Box No. 7 remains blank
- Federal Action Number, please use the following number followed by the Contract Number;

Metro Red Line Segment 2 - CA-03-0341

Metro Red Line Segment 3 - CA-03-0392

The Certification of Restrictions on Lobbying (Exhibit 1) is required to be completed by Subcontractors of all tiers with a contract value exceeding \$100,000 at the time of Subcontract award. The Certification shall be forwarded within 10 days to the next tier above and shall be forwarded from tier to tier until received by the Prime Contractor who will forward it to the AUTHORITY.

RESTRICTIONS ON LOBBYING

(a) Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"AUTHORITY", means the Los Angeles County Metropolitan Transportation Authority.

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such

officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (b) (2) (i) (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (b) (2) (i) (A) of this section, the following agency and legislative liaison activities are allowable only when they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (b) (2) (i) of this section are allowable under paragraph (b) (2) (i).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (b) (2) (ii) (A) of this section "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (b) (2) (ii) of this section are allowable under paragraph (b) (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b) (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (b) (2) (iv) (A) of this section "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (b) (2) (iv) of this section are allowable under paragraph (b) (2) (iv).

(c) Disclosure.

(1) Each person who requests or receives from the AUTHORITY a contract with Federal assistance shall file with the AUTHORITY a certification, set forth in Bid/Submittal Form entitled FEDERAL LOBBYING CERTIFICATION, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.

(2) Each person who requests or receives from the AUTHORITY a contract with Federal assistance shall file with the AUTHORITY a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities", if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c) (2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (c) (1) of this section a subcontract with a contract value exceeding \$100,000 at any tier under a contract with Federal assistance shall file a certification, and a disclosure form, if required, to the next tier above. All disclosure forms shall be forwarded from tier to tier until received by the Prime Contractor who will forward it to the AUTHORITY.

EXHIBIT 1

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf of
(name and title of contracting or sub-contracting official)

_____ that:
(name of contractor or subcontractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 this Federal contract, grant, loan, or cooperative agreement the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

Executed this _____ day of _____, 19____.

By: _____
(Signature of Authorized Official)

(Typewritten or Printed Name)

(Title of Authorized Official)

EXHIBIT 2

DISCLOSURE OF LOBBYING ACTIVITIES - INSTRUCTIONS FOR COMPLETION OF SF-LLL

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime if the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program, name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (03-46-00046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial change <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is subawardee, Enter name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p> <p>Department of Transportation Federal Transit Administration</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known: _____</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (IF individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>attach continuation sheet(s) SF-LLL-A if necessary</p>		
<p>11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employer(s), or Member(s) contacted, for Payment indicated in item 11:</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Reporting Entity: _____ Page _____ of _____



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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART N
ALCOHOL AND DRUG-FREE WORKPLACE MANUAL**

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART N

ALCOHOL AND DRUG-FREE WORKPLACE MANUAL

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**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART N

ALCOHOL AND DRUG-FREE WORKPLACE MANUAL

REQUIREMENTS

The Contractor and all Subcontractors of any tier with subcontracts exceeding twenty-five thousand dollars (\$25,000) are subject to the requirements of Part N.

At the time of execution of the Contract, the Contractor shall submit to the AUTHORITY an alcohol and drug-free workplace program which at a minimum shall include the following:

- A. An alcohol and drug-free workplace policy statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishment of an on-going alcohol and drug-free awareness program to inform its employees about:
 - 1. The Contractor's policy of maintaining an alcohol and drug-free workplace.
 - 2. The dangers of alcohol and drug abuse in the workplace.
 - 3. Any available alcohol and drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon an employee for alcohol and drug abuse violations occurring in the workplace.
- C. Provide to all employees engaged in the performance of the Contract a copy of the alcohol and drug free policy statement.
- D. As a condition of initial employment of any Contractor's employee, employment shall be conditional until pre-employment drug screening has been passed. Drug test types shall be Enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified laboratory.
- E. Notification to all employees, in writing, that as a condition of employment the employee will:
 - 1. Abide by the terms of the policy statement.
 - 2. Upon request by the Contractor, agree to submit to a drug screening/alcohol test if either of the following exists:
 - Reasonable suspicion exists to believe the employee is under the influence or possession of drugs, alcohol or other controlled substances; or

- Employee is involved in an accident or situation that results in an injury to the employee or any other individual on the Work Site or property damage.

Drug test types shall be Enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified laboratory.

3. Notify the employer, in writing, of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
 4. Notify the employer of employee's use of prescription drugs which may impair alertness during work hours.
 5. Upon reasonable suspicion of a violation of policy, submit to a search and inspection upon entering, while working or leaving the Work Site.
 6. Upon returning to active employment from rehabilitation for alcohol or drug abuse, sign a "Return to Work Agreement", agreeing to unannounced testing for a period of one (1) year, maintaining an acceptable attendance and performance record and participation in follow-up treatment/counseling recommendations by the treatment program.
- F. Notifying the AUTHORITY's contracting officer, in writing, within ten (10) calendar days after receiving notice from an employee or otherwise receiving actual notice of an employee's conviction under a criminal drug statute for a violation occurring in the workplace. The notice shall include the name and position title of the employee.
- G. Within thirty (30) calendar days after receiving notice of a conviction, take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.
1. Taking appropriate personnel action against such employee up to and including termination or;
 2. Requiring such employees to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by a Federal, State or local health, law enforcement or other appropriate agency.
- H. Provide, throughout the construction period, periodic seminars and instruction to site superintendents, supervisory personnel including foremen and other key employees in the characteristics, behavior and detection of alcohol and drugs.

The Contractor, if an individual, agrees by award of the Contract, not to engage in the unlawful manufacture, dispensing, possession, or use of a controlled substance in the performance of the Contract.

If the Contract involves the use of Union Craft personnel in performing the Work, the Contractor may wish to obtain a Memorandum of Understanding regarding its Alcohol and Drug-Free Workplace program from the Unions involved.

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

PART N - ALCOHOL AND DRUG-FREE WORKPLACE MANUAL

APPENDIX A - A MODEL ALCOHOL AND DRUG-FREE WORKPLACE POLICY

I. PURPOSE

The purposes of this Policy are as follows:

- A. To establish and maintain a safe, healthy, alcohol and drug-free working environment for all employees, clients and the general public;
- B. To reduce the incidence of accidental injury to people or damage to property resulting from alcohol or drug abuse;
- C. To reduce absenteeism, tardiness and indifferent job performance, all of which threaten the Company's competitiveness; and
- D. To provide assistance towards rehabilitation for any employee who seeks the Company's help in overcoming addiction to, dependence on or problems with alcohol or drugs.

Violation of this Policy will result in disciplinary action up to and including termination.

II. POLICY STATEMENT

It is the policy of Name of Company to maintain a workplace that is free from the effects of alcohol and drug abuse. Alcohol and drug abuse is harmful to an employee's health and interferes with the employee's productivity and alertness. Employees under the influence of alcohol or drugs are a danger to themselves and to their fellow workers.

Employees are prohibited from the use, sale, dispensing, distributing, possession, or manufacture of illegal drugs and narcotics or alcoholic beverages on company or client premises. In addition, employees are prohibited from the off-premise use, possession, or sale of illegal drugs when such activities adversely affect job performance, job safety, or Company's reputation in the community.

Anyone who must use prescribed drugs or narcotics, which may impair alertness during work hours, should report this fact to the Company along with acceptable medical documentation. A determination will be made by management as to whether the employee is capable of performing his or her normal job duties safely and properly.

All company employees are required to report to work in proper condition to perform their duties. Violation of these prohibitions or requirements may result in unpaid suspension, termination of employment and/or mandatory enrollment in an approved substance abuse rehabilitation program.

III. CONDITION OF EMPLOYMENT

Pre-Employment

All candidates who have been extended a formal offer of employment are required to submit to a chemical screening process as a condition of employment. Failure to submit to a chemical screening process or a confirmed positive test will result in denial of employment.

Independent contractors are required to certify that they meet the company's chemical screening standards.

Current Employees

Employees bear the primary responsibility for their own job performance and for taking any action or undergoing treatment necessary to maintain performance at a satisfactory level. The Company may require an employee to submit to a test for alcohol or illegal drugs, based upon reasonable suspicion that the employee's performance or behavior is being adversely affected by the use of such substance(s). Observation must be made by at least two (2) persons, one of whom may be a Union employee. This provision shall be applied in a non-discriminatory manner. Reasonable suspicion is defined as unsatisfactory behavior or job performance (including on-the-job accident or injury) which gives rise to the supervisor's belief that alcohol or drug abuse may be a contributing factor. Refusal by an employee to take such a test shall be grounds for disciplinary action up to and including termination.

All employees who are subject to chemical screening will be required to sign a Statement of Understanding acknowledging their agreement to abide by the terms and conditions of this policy.

1. Aberrant Behavior

Employees reasonably suspected of using or being under the influence of controlled substances as manifested through deteriorating job performance, uncharacteristic behavior and/or other credible evidence may be subject to chemical screening. Failure to submit to chemical screening will result in immediate termination.

2. Accidents in the Work Place

An employee involved in an accident which results in personal injury and/or property damage may be subject to chemical screening. Failure to submit to chemical screening will result in immediate termination.

3. Assignment

No employee shall be transferred to or assigned to a project unless he/she has submitted to the chemical screening immediately prior to the transfer and the results are negative.

4. Sensitive Position

a. No employee shall be assigned to a designated "sensitive position" until he/she has submitted to the chemical screening process immediately prior to the assignment and the results are negative.

b. Employees assigned to "sensitive positions" may be subject to periodic unannounced chemical screening. Positive tests shall result in the immediate removal of the

employee from the sensitive position and imposition of the appropriate disciplinary action including and up to immediate termination.

c. Company must insert its definition of "sensitive positions" here.

5. Suspension

An employee required to undergo chemical screening based upon aberrant behavior may be suspended without pay pending receipt of the final test results. All efforts will be made to complete this process within five (5) working days. If employee's tests prove to be negative, employee will be reimbursed pay lost during the suspension period.

IV. PRESCRIPTION DRUGS

Any employee using a prescription drug which may impair mental or motor functions shall inform the Company of such drug use. For the safety of all employees, the Company may place the employee on temporary medical leave until released as fit for duty by the prescribing physician. The Company reserves the right to have its physician determine if a prescription drug produces hazardous effects or to restrict the quantity the employee is allowed to bring to the workplace.

Employees whose job performance is adversely affected by the use of a prescribed drug may be placed on temporary medical leave or may be assigned to duties commensurable with the employees ability to perform.

V. TESTING PROCEDURES

Testing shall be Enzyme Multiplied Immunoassay Technique (EMIT) performed according to the National Institute of Drug Abuse (NIDA) standards by a NIDA certified laboratory. The levels of acceptance (rejection) for drugs shall be as follows:

Substance	Initial Test Levels (ng/ml)	Confirmatory Test Levels (ng/ml)
Marijuana Metabolites	100	15
Cocaine Metabolites	300	150
Opiate Metabolites	300	300
Phencyclidine	25	25
Amphetamines	1,000	500
Barbiturate Metabolites	300	300
Benzodiazepine Metabolites	300	300
Propoxyphene	300	Qualitative
Methadone	300	Qualitative

No employee or agent of the Company or the Company's contractors or subcontractors shall work on Company property or Company's projects if the individual has an alcohol level in the

blood in excess of 0.04 percent. On site calorimetric alcohol saliva screening in lieu of blood test will be permitted; however, all positive tests shall be confirmed by gas chromatography.

VI. EMPLOYEE ASSISTANCE PROGRAM

Any employee who feels that he or she has developed an addiction to, dependance upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Assistance may be sought by writing in confidence to, or asking for a personal appointment with, the *insert name or title of individual or department that will handle this request*. Each request for assistance will be treated as confidential. Only persons with "a need to know" will be made aware of such requests. The *insert name or title of individual or department that will handle this request* will refer employee(s) seeking assistance to an appropriate treatment organization.

No disciplinary action will be issued against any employee who comes forward to the Company with his/her problem prior to the Company learning of a violation of the Policy. The Company, at its sole discretion, may grant an employee rehabilitation leave in accordance with the provisions of the Policy.

Rehabilitation itself is the responsibility of the employee. Employees on rehabilitation leave will be subject to the sick leave and personal leave-of-absence policies of the Company. If rehabilitation leave has been granted, an employee may be eligible for continuation in employment following rehabilitation. The employee must provide certification that the employee was continuously enrolled in a treatment program approved by the Company, actively participated in that program and was properly discharged therefrom. Participation in any recommended follow-up treatment and/or counseling is the responsibility of the employee. Any employee suffering from an alcohol or drug problem who rejects treatment or who leaves a treatment program prior to being properly discharged therefrom will be dismissed from employment with the Company. No employee will be eligible for this employee-assistance program more than one time. Employees that undergo voluntary counseling or treatment and continue to work must meet all established standards of conduct and job performance.

All eligible employees returning to active employment from rehabilitation will be required to sign a "Return to Work Agreement" providing:

1. For unannounced testing for a period of one year to insure that the employee has freed himself/herself from the alcohol or drug problem;
2. That failure of such a test during this period or employee's refusal to submit to such testing shall be grounds for immediate dismissal;
3. That the employee must maintain an acceptable attendance and performance record and comply with all other Company policies upon his/her return to work; and
4. That the employee will participate in the follow-up treatment and/or counseling recommended by the treatment program.

VII. INSPECTIONS

In order to insure the safety of the workplace, and to protect and preserve Company property, the Company may from time to time inspect Company vehicles, tool boxes, lockers, desks, file cabinets and other property. These inspections may be unannounced and employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in such Company facilities. It is a condition of continued employment to cooperate with

these inspections. Refusal to consent to such an inspection may constitute cause for immediate termination.

In addition, when the Company has a reasonable suspicion that an employee or group of employees may be violating this Policy while in the workplace, they may be required as a condition of continued employment to submit to reasonable inspections of their clothing, purses, lunch boxes, brief cases or other containers or property, or personal vehicles which have been brought onto the workplace.

The inspection described herein shall be coordinated in advance with the Company Human Resources Department.

VIII. CONVICTIONS OF CRIMINAL DRUG STATUTES

Any employee convicted of violation of a criminal drug statute occurring in the workplace must notify the Company no later than five (5) calendar days after such conviction. Any employee failing to notify the Company of such a conviction will be subject to dismissal from employment with the Company.

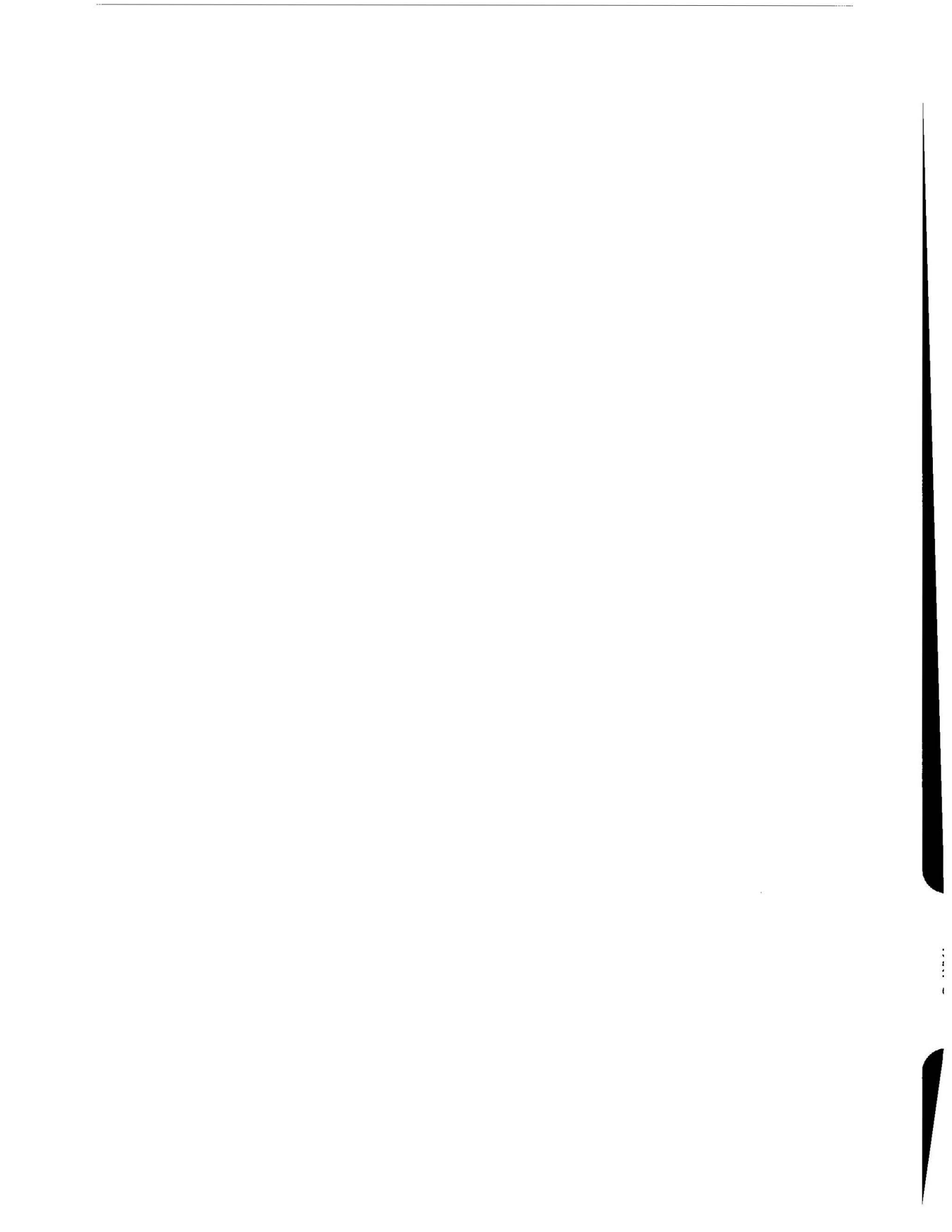
The Company will notify the appropriate agencies for which the Company provides services within ten (10) calendar days after receiving such notice from the employee and/or receiving the actual notice of the conviction.

The Company reserves the right to discipline or terminate employees convicted of an offense which involves the use, sale or possession of illegal drugs in the workplace.

IX. EMPLOYEE AND SUPERVISORY EDUCATION

The Human Resources Department will be available to assist with employee and supervisory education and training regarding the dangers of drug and alcohol use in the workplace. Materials on drug and alcohol use will be made available to both employees and supervision. The Company will also provide periodic seminars and instruction to site superintendents, supervisory personnel including foremen and other key employees to assist in identifying and addressing alcohol and illegal drug use by employees and the procedure for referral for testing of employees suspected of violating this Policy.

The Los Angeles County Metropolitan Transportation Authority provides this model policy as a guideline for informational purposes only and makes no representation regarding its legality or enforceability. Contractors should adopt their own Alcohol and Drug-Free Workplace Policy which meets or exceeds the requirements set forth in the Contract Documents. The AUTHORITY shall not be responsible for any personal injuries, harm or damages which may arise out of the application or enforcement of such a policy.





**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**PART 0
LABOR COMPLIANCE MANUAL
(UNDER SEPARATE COVER)**

