

LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PRE-FINAL SUBMITTAL

CONTRACT DOCUMENTS

HOLLYWOOD/VINE STATION AND
CROSSOVER

CONTRACT NO. B281

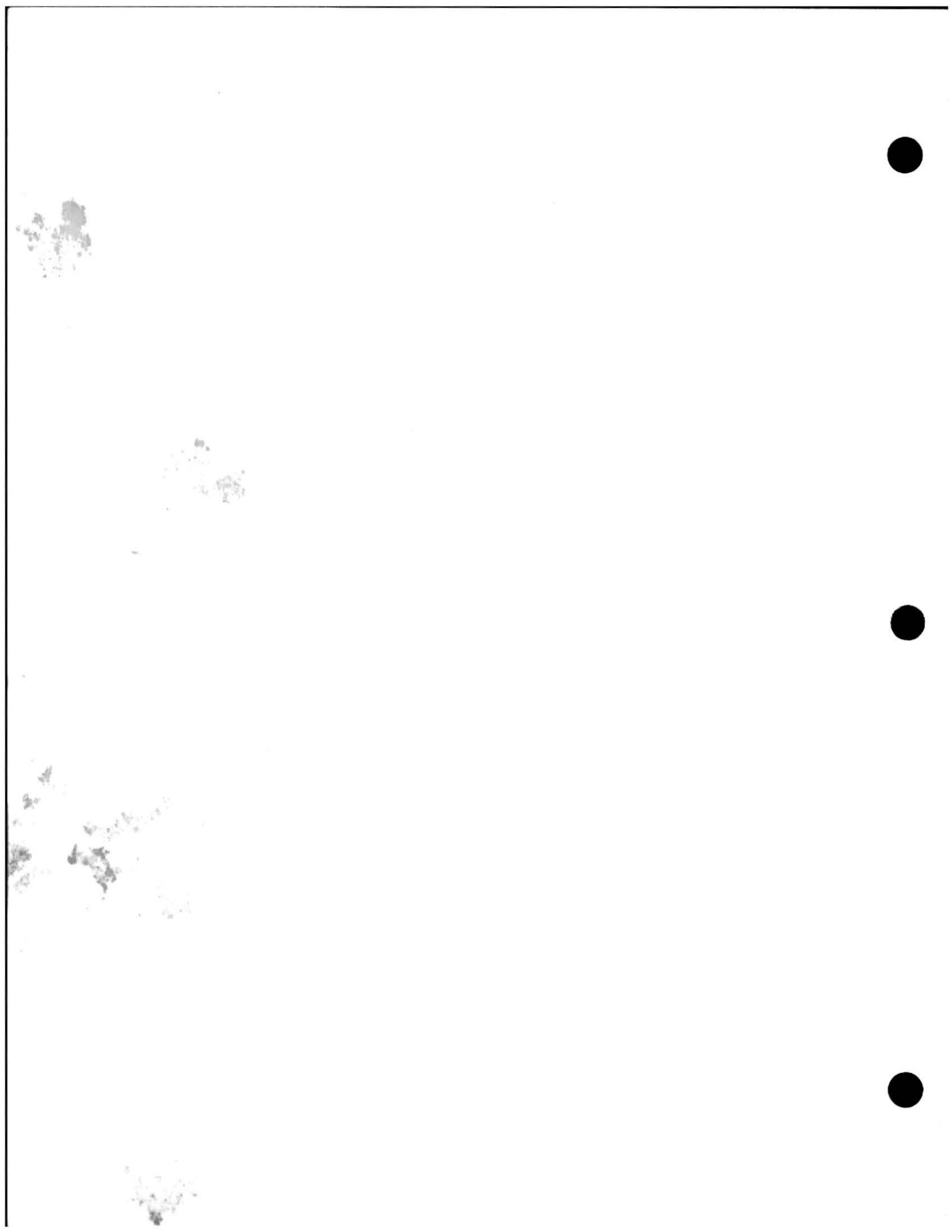
March 9, 1992

VOLUME I

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Los Angeles County Transportation Commission
Metro Red Line Rail Transit Project
818 West 7th Street, Suite 1100
Los Angeles, California 90017

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Volume I



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METRO RED LINE RAIL TRANSIT PROJECT

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METRO RED LINE RAIL TRANSIT PROJECT

INVITATION FOR BID

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

INVITATION FOR BID

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

The LOS ANGELES COUNTY TRANSPORTATION COMMISSION, herein called the Commission, will receive sealed bids on a Contract for constructing that portion of the Metro Red Line Project identified as HOLLYWOOD/VINE STATION AND CROSSOVER. The Commission has scheduled a Pre-Bid Conference at which the scope of the Contract and the requirements of the Bid Documents will be discussed. The Pre-Bid Conference will be held at ((:)) local time on ((), 19__, in the Commission's offices located at Suite 1100, 818 West Seventh Street, Los Angeles, CA 90017. A site inspection will follow the conference in the afternoon. Interested parties are invited and encouraged to attend the Pre-Bid Conference.

The Commission will receive Bids at its offices at Suite 1100, 818 West Seventh Street, Los Angeles, CA 90017, no later than 2:00 P.M. (()), 19__, following which time bids will be publicly opened. Bids will be submitted in accordance with, and subject to, the conditions contained in the Instructions to Bidders. The Commission will finance the Contract in part by means of a grant from the United States Department of Transportation, Urban Mass Transportation Administration, and the bidding procedures, evaluation of Bids, and award and performance of the contract shall be governed by both California law and by Federal law and regulations applicable to grants to State and local governments.

Bid Documents may be examined in the Commission's Plan Room, Suite 900, 818 West Seventh Street, Los Angeles, CA 90017 and at certain public and private plan rooms. Copies of the Bid Documents may be requested from the Commission either in person or by mail addressed to the Plan Room at the above address. One copy of half size drawings and contract specifications will be required to submit a Bid. Documents requested by mail will be packaged and sent postage paid. Requests must be accompanied by either a company check, certified check, cashier's check, or postal money order drawn in favor of the LOS ANGELES COUNTY TRANSPORTATION COMMISSION; monies paid for Bid Documents will be non-refundable.

The following is a list of the available Documents and their respective costs:

Contract Specifications, and Half-size Contract Drawings (each set)	\$ (())
One set full-size Contract Drawings	\$ (())
One set Contract Specifications	\$ (())
Construction Safety Manual.	No Charge
Construction Insurance Specifications	No Charge
Contract Compliance Manual.	No Charge
Transit Bond Guarantee Program	No Charge

The Contract between the successful Bidder and the Commission will be subject to the requirements of a financial assistance contract between the Commission and the U.S. Department of Transportation. The Contractor and its subcontractors performing work at the work site will be required to comply with the Safety and Health Regulations for Construction, 29 CFR Parts 1910 and 1926, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours Standards, the President's Executive Orders No. 11246 and No. 11375, the 49 CFR Part 23 (DBE/WBE) and Buy America requirements. Contractor, and its subcontractors performing work at the worksite, will be required to pay California sales and other applicable taxes, and to pay for permits, licenses and fees required by the municipalities in which the Work will be located. Contractor will be required to furnish Performance and Payment Bonds, each in an amount equal to 100 percent of the Contract price, and to furnish Certificates of Insurance in the amounts specified in the Construction Insurance Specifications.

Bidder must certify that it has examined the Bid Documents, the worksite, and the conditions affecting the Work; that it is not listed on the U. S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts; and, should it become the Contractor, that it will not prosecute the Work using facilities which have been listed on the Environmental Protection Agency's List of Violating Facilities.

In accordance with Chapter 9, of Division 3, of the Business Professions Code, prior to the award of this Contract, the Bidder must possess a California State Contractor's Class "A" General Contractors License and all subcontractors must possess appropriate licenses for all specialties which are subcontracted for under this Contract.

The Commission affirmatively assures that Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals/bids in response to this invitation and will not be

discriminated against on the grounds of race, color, religion, sex or national origin in consideration for an award.

Bidders are advised that this Contract is subject to the provisions of the Work Continuation Agreement between the Commission and the Los Angeles County Building and Construction Trades Council (AFL-CIO), which requires payment of prevailing wages.

Dated at Los Angeles, California, this () day of () , 19__.

LOS ANGELES COUNTY TRANSPORTATION COMMISSION

Wilfred E. Sanchez
Director of Contracts, RCC

RAIL CONSTRUCTION CORPORATION

Approved to issue for bids.
Joel Sandberg
Project Manager

END OF INVITATION FOR BID



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

INSTRUCTIONS TO BIDDERS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

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LOS ANGELES COUNTY TRANSPORTATION COMMISSION
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INSTRUCTIONS TO BIDDERS

HOLLYWOOD/VINE STATION AND CROSSOVER
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To be considered, Bids must be made in accordance with these Instructions to Bidders.

I-1. DOCUMENTS - Bid Documents may be examined and/or purchased from the Commission, in the manner stipulated in the Invitation for Bid. The Bid Documents are listed in the Invitation for Bid. Additional information not included in the Bid Documents may be available for Bidder's inspection at the Commission's Plan Room at the address shown in the Invitation for Bid. Such information is listed following these Instructions to Bidders.

I-2. EXAMINATION - Bidders must carefully examine the Bid Documents and the worksites to obtain first-hand knowledge of existing conditions. An inspection tour of the worksites including adjacent building substructures is recommended and may be arranged by contacting the Contracting Officer at the address listed below. Bidders will be expected to be aware of local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Specifications.

I-3. EXPLANATIONS - Prospective Bidders who wish explanations or clarifications of the Contract Drawings, Specifications, or other Contract Bid Documents, or of these Instructions to Bidders, or other procurement procedures, must submit their inquiries in writing to William C. Lowe, Contract Administrator, Metro Red Line Project, LOS ANGELES COUNTY TRANSPORTATION COMMISSION, 818 West Seventh Street, Los Angeles, CA 90017, FAX number (213) 244-6000. Bidders having a FAX number should transmit it to the LACTC FAX number. Any response that the Commission may choose to make will be by a written addendum to the Contract or other written response sent to listed holders of the Bid Documents. The Commission will not be bound by informal explanation, clarification, or interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the Contract. No response will be made to inquiries received by the Commission less than fifteen calendar days before the scheduled Bid Opening.

I-4. PROTESTS

I-4.A Protests of Bid Documents - A protest or objection directed to the Bid or Contract Documents, or other requirements of the Contract, must be submitted in writing to the Manager of Contracts, Metro Red Line Project, LOS ANGELES COUNTY TRANSPORTATION COMMISSION, 818 West Seventh Street, Los Angeles, CA 90017, and must be received by the Commission at least fifteen calendar days before the scheduled Bid opening. The protest or objection must be sent by Certified Mail, Return Receipt Requested. Such protest or objection must be supported by sufficient information to enable the Commission to consider it. A protest or objection will be considered sufficient for review if it contains information specifically detailing the exact nature of the problem, including all relevant factual information necessary for the Commission to be able to identify the problem. No protest or objection will be considered if it is insufficiently supported, or if it is received less than fifteen calendar days before the scheduled Bid opening, or if requested supporting information is received less than fifteen calendar days before the scheduled Bid opening.

I-4.B Protests of Award - A protest or objection directed to the recommendation for award of the Contract, must likewise be submitted in writing to the Manager of Contracts, Metro Red Line Project, LOS ANGELES COUNTY TRANSPORTATION COMMISSION, 818 West Seventh Street, Los Angeles, CA 90017, and must be received by the Commission within five calendar days after the recommendation to award. Such protest must be supported with sufficient documentation to enable the Manager of Contracts to consider it. The protestor may appeal the Manager of Contracts' determination to the Contracting Officer prior to contract award.

I-5. PREPARATION OF BIDS - Bidder's proposal/bid shall be prepared using copies of the Proposal/Bid Data Forms from the Proposal/Bid Requirements provided with the Bid Documents, or on photocopies of such Forms. Submittal of these forms and bid security is a condition of the Bidders responsiveness and failure to do so will cause rejection of the bid.

I-5.A Proposal Letter and Bidding Forms

I-5.A.1 The Proposal Letter and Bidding Forms must be completed as follows:

I-5.A.1.a Addenda - Receipt of addenda must be acknowledged in the bid. Spaces are provided on the Proposal Letter for this purpose.

I-5.A.1.b Prices - Unit, lump sum, and other prices must be entered in the appropriate spaces provided.

Unit prices must be multiplied by the amount or estimated quantity, and the product inserted in the "Total Price" column shown on the Schedule of Quantities and Prices; the "Total Prices" must be added to arrive at the "Total Bid Price".

I-5.A.1.b(1) "Estimated Quantities" shown on the Schedule of Quantities and Prices are approximate and are based on the best information available at the time of bidding, and are used solely for the purpose of evaluating the Bids. The Commission does not represent, expressly or by implication, that the actual amount of Work will correspond to the "Estimated Quantities", and further reserves the right to increase or decrease the amount of any or all Bid items, and to omit portions of the Work.

I-5.A.1.b(2) In the case of Bid items for which a fixed amount predetermined by the Commission has already been entered on the Schedule of Quantities and Prices, the amount so entered shall be conclusive on Bidders as the price for such item, and shall not be revised unless the Commission directs a change in the scope of the Work affecting the item to which such amount relates.

I-5.A.1.c The Proposal Letter must be signed by the Bidder or on its behalf by the person or persons having the authority to do so. If any person or persons sign on behalf of the Bidder (e.g. officer of a corporation, partner, etc.), Bidder shall submit proof of the authority of the person or persons who sign on behalf of Bidder to act on its behalf. The proof shall be in the form of a certified copy of an appropriate corporate resolution, certificate of partnership or joint venture, or other appropriate document. If Bidder is an entity made up of multiple parties and no person or persons are designated to act on its behalf, all parties shall execute the Bid.

I-5.A.2 Bidders are requested to observe the following instructions in completing the Schedule of Quantities and Prices; FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID.

I-5.A.2.a The Bidder shall not delete, modify, or supplement the printed matter on the Bidding Forms, AND Proposal Letter or make substitutions therefor.

I-5.A.2.b The Bidding Forms shall be completed in ink and printed, or by means of typewriting.

I-5.A.2.c Receipt of addenda must be acknowledged in the spaces provided on the Proposal Letter by entering the number of each and dates received.

I-5.A.2.d Identifying information, such as the Bidder's name, address, and State of incorporation, shall be entered in the spaces provided on the Proposal Letter.

I-5.A.2.e A Bid Security is required and some alternative forms may be acceptable. Bidders are requested to review I-5.E, for the acceptable alternates.

I-5.A.2.f Corrections shall be initialed by the person who signs the Proposal Letter.

I-5.A.2.g EXCEPTIONS OR QUALIFICATIONS TO THE BID DOCUMENTS ARE STRICTLY FORBIDDEN. ANY COMMENT BY THE BIDDER WHICH CAN BE CONSTRUED AS ALTERING THE REQUIREMENTS OF THE SPECIFICATIONS OR THE TERMS AND CONDITIONS OF THE CONTRACT COULD RENDER THE BID NONRESPONSIVE AND DISQUALIFY THE BIDDER FROM CONSIDERATION FOR AWARD.

I-5.B List of Proposed Subcontractors (Form)

I-5.B.1 State law prohibits substitution of subcontractors listed in the original bid except as otherwise provided in Section 4107 and 4107.5 of the California Public Contract Code. Pursuant to PCC 4104, Bidders are required to list Subcontractors whose participation in the Contract will exceed 1/2 of one percent of the total Bid.

I-5.B.2 The List of Proposed Subcontractors must be completed as follows:

I-5.B.2.a Name. List the name of Subcontractors who will perform work in excess of one-half of one percent of the prime Contractor's total bid.

I-5.B.2.b Location. For listed Subcontractors, identify the location of its place of business (City and State).

I-5.B.2.c Work. For listed Subcontractors, identify the type of work to be performed in this Contract.

I-5.B.2.d Amount. For listed Subcontractors, identify the amount of work to be performed in this Contract.

I-5.B.2.e DBE Subcontractors - The Disadvantaged Business Enterprise (DBE) requirements of the U.S. Department of Transportation, published at 49 CFR Part 23, apply to this Contract. Therefore, Bidders shall identify on the List of Proposed Subcontractors Form, all of the proposed DBEs listed to participate in the Contract, regardless of their percent of participation in the Contract.

I-5.C Good Faith Efforts Certificate - Bidders who fail to meet the DBE goal must complete and submit this Certificate with the bid. Any of the following conditions constitute failure to meet the goal:

I-5.C.1 The total percentage participation by DBE firms reflected on the List of Proposed Subcontractors is less than the DBE goal set for the Contract.

I-5.C.2 Firms listed on the List of Proposed DBEs whose participation is being credited toward meeting the DBE goal are not certified by the Commission as a DBE as of the bid opening date.

I-5.D Buy America Certificate - Buy America requirements as indicated in the General Conditions and in Title 49, CFR, Chapter VI, Part 661 apply to the contract. Failure to submit the Buy America Certificate may be cause for rejection of the Bid.

I-5.E Bid Security - Bidders are required to furnish Bid Security in an amount not less than ten percent of the Bid Total, and in favor of the LOS ANGELES COUNTY TRANSPORTATION Commission. The Bid Security must be in the form of a cashier's check, a certified check, or a bid bond, or a combination thereof. If a bid bond is furnished, it must conform to the form provided with the Bid Documents, and the surety thereon must be a corporation or corporations acceptable to the Commission and authorized to issue surety bonds in the State of California. The Bid Securities of the Bidders submitting the three lowest Bid Totals will be retained either until the successful Bidder has signed the Contract Agreement and has furnished Performance and Payment Bonds and Certificates of Insurance, or until the ninetieth calendar day after the Bid Opening date, whichever is sooner; other Bid Securities will be returned after the Bid Opening date. Bid Securities being held pending the signing of the Contract Agreement and the furnishing of other documents will be returned thereafter. Each Bidder agrees that if it is awarded the Contract and fails within the time stipulated to execute the Contract Agreement, and to furnish the other documents required, the Commission may retain the Bid Security.

I-5.F Bidders' Information Forms, Section 4, shall be filled out and submitted with the Bid. The Commission will, to the extent permitted by law, treat the information as confidential, except that parts of it may be discussed with persons and firms referenced by the Bidder. If the Bidder is a joint venture, each joint venturer shall prepare and submit a separate form. Extra forms, if needed, can be obtained from the Commission.

I-6. SUBMITTALS

I-6.A Bids shall be submitted in accordance with the Invitation for Bid, and in the opaque, sealed bid envelope which is provided with the bid documents and shall include the name and address of the Bidder and be addressed as follows:

METRO RED LINE PROJECT BID DESK
LOS ANGELES COUNTY TRANSPORTATION COMMISSION
818 WEST SEVENTH STREET, SUITE 1100,
LOS ANGELES, CA 90017,
ATTENTION: WILLIAM C. LOWE

I-6.B The lower left corner of this envelope shall be marked with the following:

BID FOR CONTRACT NUMBER B281

I-6.C Hand-carried Bids must be delivered to the Manager of Contracts, LACTC Bid Desk, 818 West Seventh Street, Los Angeles, CA 90017, by or before the Bid closing time specified in the Invitation for Bid for receipt of bids, or such other time as may be specified in the last of any addenda changing the Bid closing time for receipt of bids. No bid, whether mailed or hand-carried, will be considered unless it is received and in the Commission's hands not later than the time specified for the Bid Opening.

I-6.D If the DBE Goal has not been met, Good Faith Efforts documentation shall be submitted within 48 hours after the Bid Opening.

I-7. WITHDRAWAL

I-7.A Withdrawal - Bids may be withdrawn after they have been submitted, but only before the Bid Opening date and Bid closing time. Withdrawn Bids may be resubmitted or substitute Bids may be submitted after the original Bid has been withdrawn, but only in accordance with all of the provisions hereof. Withdrawals must be signed by the Bidder. Bids may not be withdrawn after the Bid Opening and before the ninetieth calendar day thereafter, except as may be agreed

upon by a written agreement between the Bidder and the Commission.

I-7.B Envelopes containing withdrawals shall be addressed as stipulated in the SUBMITTALS article, and shall be identified in the lower left corner as follows:

WITHDRAWAL OF BID FOR CONTRACT NUMBER B281

I-7.C Telegraphic withdrawals will be honored only if the Commission is satisfied that a written confirmation of the telegraphic withdrawal was mailed prior to the Bid opening, signed by the original Bidder, and received within five calendar days after Bid Opening time and date.

I-8. BID OPENING - Bids will be opened publicly at the time and place stated in the Invitation for Bid, or in the last of addenda changing such time or place.

I-9. DISQUALIFICATION - The Commission reserves the right to disqualify Bids, before and after the Bid Opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

I-10. PRE-AWARD SURVEY - After Bids have been opened and before an award is made, the Commission will evaluate the Bid prices, the Bid Total, Bidder's experience, financial data, and other data relating to Bidders' responsibility and qualifications to perform the Contract satisfactorily.

I-11. EVALUATION AND AWARD

I-11.A Each Bid timely received and in the Commission's hands at the time set for the Bid Opening shall constitute an offer to perform the Contract on the terms and conditions thereof, in strict accordance with the Contract Documents, all for the Bid Total indicated. Each Bidder promises and agrees that its Bid shall be irrevocable for a period of ninety calendar days after the Bid Opening and will not be withdrawn or modified during that time. The Commission may accept a Bid by giving the Bidder notice of award during that time. If necessary, the period of time specified may be extended by written agreement between the Commission, and the Bidder or Bidders concerned. The Commission reserves the right to reject a Bid with prices that appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in its best interest. Bids will be evaluated on the basis of determining the lowest Total Bid Price of a Bidder whose Bid is responsive to the solicitation, and who is determined by the Commission to be technically, financially and otherwise responsible to perform the Contract satisfactorily, and to meet all other requirements of the Contract.

Extensions of the unit prices shown and the subsequent addition of extended amounts will be verified by the Commission. In the event of a discrepancy between the unit price bid and the extension, the unit price bid will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the Bid Total, the sum of the extended amounts shall govern. The Commission reserves the right, nevertheless, to accept a Bid other than the apparent lowest Bid, if it determines that the lowest Bidder is not responsive and/or responsible and that the public interest will best be served by doing so.

I-11.B After all information has been evaluated, the Commission will notify the Bidder of the Commission's staff recommendation concerning its responsiveness to the requirements of the bid specification. If it is determined that the Bidder is not responsive, the Commission will inform the Bidder that its bid will not be recommended for acceptance by the Commission, the reasons therefor, and its right to submit a written protest to the Contracting Officer. A decision rendered by the Contracting Officer may be appealed to the Commission.

I-11.C Where only a single responsible and responsive Bid is received, the Commission will make a determination as to whether a price or cost analysis of the Bid is required.

I-11.D The price or cost analysis will be conducted by the Commission. The analysis will take place at the Bidder's facility with information and back-up data furnished by the Bidder, as required.

I-12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) BIDDING REQUIREMENTS

I-12.A Commission Policy - It is the policy of the LOS ANGELES COUNTY TRANSPORTATION COMMISSION and the United States Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in the federal regulations published at 49 CFR Part 23, shall have the maximum opportunity to compete for and perform contracts financed in whole, or in part, with Federal funds. Consequently, the DBE requirements of 49 CFR Part 23 apply to the Contract.

I-12.B Bidders' Obligations - Bidders agree to afford DBEs as defined herein the maximum opportunity to compete for business opportunities on the Contract. In this regard, the Bidder shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, and these DBE Requirements.

I-12.C Goals - The Commission established goal for DBE participation for this contract is listed in the Special

Provisions. Bidders are to refer to the Contract Compliance Manual for guidance in calculating DBE participation.

I-12.D Responsive Bidder

I-12.D.1 To be responsive, a Bidder must have either: (1) met the DBE goal set forth above; or, (2) if the goal was not met, exercised acceptable good faith efforts to meet the goal. Documentation of a bidder's good faith efforts must be submitted to the Commission within 48 hours after the Bid opening.

I-12.D.2 A bidder shall be deemed to have exercised good faith efforts only if the Bidder complied with each of the required good faith efforts.

I-12.D.3 A bidder shall complete and submit with the Bid, the Good Faith Effort Certificate if the DBE goal is not met.

I-13. "FRAUDS" AND "FRONTS" - Bidders are hereby cautioned against knowingly and willfully using "fronts" to meet the DBE goal of the Contract. Only legitimate DBEs are eligible to participate in this Federally-funded Contract. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Any indication of fraud, waste, abuse, or mismanagement of these funds should be immediately reported to the Commission or to the Office of Inspector General, U.S. Department of Transportation at the toll free hotline (800) 424-9071; or to the following field office: UMTA Special Agent-in-Charge; 211 Main Street, Suite 1022; San Francisco, CA 94105; (415) 974-9875.

I-14. TRANSIT BOND GUARANTEE PROGRAM (TBGP)

I-14.A The LOS ANGELES COUNTY TRANSPORTATION COMMISSION and the Southern California Rapid Transit District (District) have established a joint Transit Bond Guarantee Program, which is administered by the Commission and which assists in providing Disadvantaged Business Enterprises (DBE) the maximum opportunity to participate in subcontracting activities on the Metro Red Line, (Union Station-North Hollywood), Metro Blue Line, (Long Beach - Los Angeles) and Metro Green Line, (Norwalk - El Segundo) Projects. The available services include assistance for preparing and submitting applications for payment and performance bonds and a working capital loan (if required for bonding).

I-14.B DBE's are eligible to apply to the Transit Bond Guarantee Program if they:

I-14.B.1 Are listed on the bid of a prime contractor;

I-14.B.2 Are a certified DBE by the Commission or SCRTD;

I-14.B.3 Are required by the prime contractor to furnish a payment and/or performance bond but are unable to secure it; and

I-14.B.4 Have not yet executed the subcontract.

I-14.C Prime contractors should refer all eligible DBE's to the Commission. Further information on the Transit Bond Guarantee Program is located in the Contract Compliance Manual or available from the TBGP Office, 617 West Seventh Street, Suite 1100, Los Angeles, CA 90017.

I-15. CONTRACT COMPLIANCE REQUIREMENTS - Contractor shall comply with the Department of Fair Employment and Housing (DFEH) regulations as stipulated in Chapter 5 - CONTRACTOR NONDISCRIMINATION AND COMPLIANCE, Subchapter 1. - General Matters, Section 8101 through Section 8120. This Contract is subject to the provisions of California law regarding public works contracts. These provisions, include, but are not limited to, California Labor Code Sections 227, 1021, 1720 through and including 1861, together with all applicable regulations (Title 8 California Code of Regulations §§ 16001, et seq.). The details of these requirements are set forth in the Contract Compliance Manual.

I-15.A Work Continuation Agreement - The Commission has entered into an agreement with the Los Angeles County Building and Construction Trades Council, AFL-CIO, entitled LACTC Continuation of Work Agreement. The full agreement is set forth in the Contract Compliance Manual. The Bidder and all subcontractors will be bound by the agreement.

I-15.B Certification of Nondiscrimination - Each Bidder shall execute and submit with its bid a Certificate of Nondiscrimination as required by Section 8103 of the above Chapter 5, Subchapter 1. The DFEH is responsible for the administration of policies, the implementation of standards, and the enforcement of the rules and regulations set forth in this chapter. Details are set forth in the Contract Compliance Manual.

I-15.C Affirmative Action - All Bidders and those subcontractors with subcontracts in excess of \$10,000 must maintain affirmative action programs consistent with those required under Federal Executive Order 11246. The detailed requirements are set forth in the Contract Compliance Manual.

I-15.D Responsible Bidder Questionnaire - Each Bidder shall complete, under penalty of perjury, the Responsible Bidder's Questionnaire which describes the bidder's industrial safety record and inquires whether the bidder, any officer of the Bidder, or any employee with a proprietary interest in the bidder has ever been disqualified, removed

or otherwise prevented from bidding on or completing a federal, state or local government project because of a violation of law or safety regulation.

I-16. ALTERNATE BIDS - A person, firm or corporation shall NOT be allowed to make or file, or to be interested in, more than one bid, except when an alternative bid has specifically been requested; provided, however, that a person, firm or corporation which has submitted a sub-bid to a Bidder submitting a bid, or which has quoted prices on materials to such Bidders, is not thereby disqualified from submitting a sub-bid or from quoting prices to other Bidders submitting bids, or from submitting a bid as a prime Contractor.

I-17. EXECUTION OF CONTRACT - The Bidder to whom an award is made shall execute the Contract and furnish the required Performance and Payment Bonds in the amount of 100 percent of the Contract price within ten calendar days after being given notice of the award. The Commission may require appropriate evidence that the persons executing the Contract Agreement and the bonds for both the Bidder and its surety or sureties are duly empowered to do so. Both bonds shall conform to the forms provided with the Bid Documents, and the surety or sureties shall be a corporation or corporations authorized to act as such in the State of California, and acceptable to the Commission.

I-18. The COMMISSION acknowledges that this procurement is partially funded with United States Department of Transportation, Urban Mass Transportation Administration assistance.

END OF INSTRUCTIONS TO BIDDERS



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

INFORMATION AVAILABLE TO BIDDERS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

INFORMATION AVAILABLE TO BIDDERS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

The information listed herein is available to Bidders for information only.

IA-1. Unless otherwise noted, the listed data will be on display and available for examination in the Commission's Plan Room, 9th floor, 818 West Seventh Street, Los Angeles, CA. 90017.

IA-1.A. Soils and Exploratory Data:

IA-1.A.1. The factual information and interpretive data contained in the reports listed below are made available in order that Bidders may have the same information as is available to the Commission. The Commission makes no representation that this information or data is complete or accurate. Bidders are urged to examine this information and data. The Bidder is responsible for interpretations he makes of the information or data and conclusions he draws from them.

IA-1.A.2. Test boring location and logs, bound with the project Contract Drawings, are available for information. The actual location of bore holes shall be obtained from the Geotechnical Report, identified in Paragraph IA-1.B.10. The profiles showing bore holes are for information only and therefore should not be used for Construction purposes.

IA-1.A.3. Ground water levels plotted on the geological sections represent average typical values observed during the period of boring operations or shortly after completion of bore hole.

IA-1.A.4. If a Bidder wishes to conduct independent investigations of subsurface conditions, he must first obtain a permit to do so from the municipality in which the investigations will be conducted. The Bidder must neither trespass, nor conduct investigations of subsurface conditions, on private property without written and signed consent to do so from the owner of the private property. The Bidder must neither interfere with, nor create hazardous conditions during, the use and occupancy of public property and private property, and must restore areas damaged, as a result of his investigations, to essentially

the conditions which existed before the investigations were started. Costs of conducting investigations of subsurface conditions must be borne by the Bidder conducting those investigations, and will not be reimbursed.

IA-1.B. The following information is available to Bidders for inspection at the Offices of the Commission's Plan Room and is available for purchase upon written request to the above address.

IA-1.B.1. Test Boring Program - Rapid Transit System Backbone Route, by Kaiser Engineers, June 1962.

IA-1.B.2. Volume IV, Book II, Test Boring Logs, Rapid Transit System Backbone Route, by Kaiser Engineers, June 1962.

IA-1.B.3. Volume IV, Book III, Test Boring Logs, Rapid Transit System Backbone Route, by Kaiser Engineers, June 1962.

IA-1.B.4. Report of Preliminary Foundation Investigation Proposed Rapid Transit System for the Southern California Rapid Transit District, by LeRoy Crandall and Associates, April, 1968.

IA-1.B.5. Report of Drilling Services for Rapid Transit Starter Line, by Woodward - Clyde Consultants, 30 December 1977.

IA-1.B.6. Geotechnical Investigation Report, Volumes 1 and 2, dated November, 1981 by Converse, Ward, Davis, Dixon.

IA-1.B.7. Report of Supplementary Alignment Rotary Borings, Contract No. 2256-2, dated September 19, 1983.

IA-1.B.8. Report of Man-Size Borings, Contract No. 2256-2, dated August 29, 1983.

IA-1.B.9. Seismological Investigation and Design Criteria, Contract No. 2427, dated May 1983 by Converse Consultants Inc.

IA-1.B.10. Design Documentation - Structural Requirements for Concrete Tunnel Liners - LACTC-Metro Redline Project, prepared by William H. Hansmire, April 30, 1985.

IA-1.B.11. "Report of Subsurface Gas Investigation - Southern California Rapid Transit District, Metro Redline Project - Wilshire Corridor Alignment", Volume 1 - Reference Document, Engineering-Science, Arcadia, California, January, 1984.

IA-1.B.12. "Report of Subsurface Gas Investigation - Southern California Rapid Transit District, Metro Redline Project - Wilshire Corridor Alignment", Volume II - Appendices, Engineering-Science, Arcadia, California January, 1984.

IA-1.B.13. "Gas Monitoring System Review and Design Recommendations", Metro Rail Transit Consultants, January, 1985.

IA-1.B.14. "Report of Subsurface Gas Investigation Southern California Rapid Transit District", Engineering-Science, Draft, May, 1985.

IA-1.B.15. "Task Force Report on the March 24, 1985 Methane Gas Explosion and Fire in Fairfax Area", City of Los Angeles, June, 1985.

IA-1.B.16. "Final Report Environmental Control System", Southern California Rapid Transit District, Metro Redline Project, Parsons Brinckerhoff Quade & Douglas, Inc., August, 1985.

IA-1.B.17. "Board of Review Report on Construction and Operation in Gaseous Area", Southern California Rapid Transit District, Metro Redline Project, October, 1985.

IA-1.B.18. "Core Study Subsurface Conditions Report (an Evaluation of Methane Gas Potential along candidate alignments of the L.A. Metro Redline Project)" Engineering Science, May 1986.

IA-1.B.19. 1990-1995 NPDES permit per Section 01566, Pollution Controls, TP 3.4.A.1.

IA-1.B.20. Police Commission variance for night work per Section 01566, Pollution Controls, Paragraph 1.1.C.

IA-1.B.21. Special Permitting process per Special Provision, SP-2.

IA-1.C. Cores and soil samples taken as a result of subsurface investigation being conducted, will be available for inspection upon appointment only, during normal office hours of Converse Consultants. Call Mr. Mark Schluter at (818) 796-8200. Cores and samples are located in warehouses remote from Converse Consultants' offices. Cautioning advice stipulated in this Paragraph IA-1, applies to sample inspection also.

IA-2. The data listed below is available for Bidders' inspection at the Offices of the Commission. It is expressly understood that the Commission will not be responsible for the completeness or accuracy of the following additional information nor any deductions, interpretations, or conclusions drawn from such following items inasmuch as the information has been provided by others and

not subject to verification by the Commission or was prepared early in the program and may be superseded by data listed in Paragraph IA-1.

- IA-2.A. Work Area Traffic Control Handbook (WATCH).
- IA-2.B. Manual of Traffic Controls (Caltrans).
- IA-2.C. Standard Specifications for Public Works Construction.
- IA-2.D. LADPW Standard Plans dated February 1, 1986.
- IA-2.E. List of Certified DBE Contractors and Suppliers.
- IA-2.F. List of DBE Contractors Associations.
- IA-2.G. All Federal Acquisition Regulations Referenced.
- IA-2.H. Buy America Regulations.
- IA-2.I. Disposal of Tunnel and Station Excavation Materials (Sedway/Cooke, 1983).
- IA-2.J. U.S. Department of Transportation News Release DOT "HOTLINE" to receive information about Disadvantaged Business frauds.

IA-3. Drawings for Related Construction: The following information is made available at the Commission Plan Room in order that the Contractor may coordinate his Work with the work of other contractors working on other portions of the project.

- IA-3.A. ()
- IA-3.B. ()
- IA-3.C. ()

IA-4. Data for Adjoining Buildings and surrounding or adjoining property. ((List for Each Contract)).

IA-5. As-built Utilities data and record maps:

- IA-5.A. Power Facilities (())
 - IA-5.A.1. (())
 - IA-5.A.2. (())
- IA-5.B. Telephone Facilities (Pacific Bell)
 - IA-5.B.1. (())
 - IA-5.B.2. (())

IA-5.C. Gas Facilities (Southern California Gas Co.)**IA-5.C.1. (())****IA-5.C.2 (())****IA-5.D. Water Facilities (Department of Water and Power)****IA-5.D.1. (())****IA-5.D.2. (())****IA-5.E. City Facilities (())****IA-5.E.1. Streets and sidewalks (()) (())****IA-5.E.2. Traffic Facilities (()) (())****IA-5.E.3. Street Lighting (()) (())****IA-5.E.4. Storm Drains (()) (())****IA-5.E.5. Sanitary Sewers (()) (())****IA-5.E.6. City Communications (()) (())****IA-5.F. Cable Television (())****IA-5.F.1. (())****IA-5.F.2. (())****IA-5.G. Telegraph (Western Union)****IA-5.G.1. (())****IA-5.G.2. (())**

IA-6. Plans prepared by facility owners showing the rearrangement of utilities in the construction area. These plans are the basis of design for the utility rearrangements indicated on the Contract Plans.

IA-6.A. Power Facilities**IA-6.B. Telephone Facilities****IA-6.C. Gas Facilities****IA-6.D. Water Facilities****IA-6.E. Cable Television****IA-6.F. Telegraph Facilities**

IA-7. The following contractors have been approved by Pacific Bell to perform work on telephone facilities that is required for Metro Rail construction:

Bock Company (P.O. Box 885) (Larry Clever)
132 West Providencia Street
Burbank, CA 91503 (818) 849 5733

Doty Bros.
11232 East Firestone Boulevard
Norwalk, CA 90650 (213) 864 6566

Hood Corporation (P.O. Box 4368) (Tom Berry)
8201 South Sorensen Avenue
Whittier, CA 90607 (213) 685 5640

Irish Construction (P.O. Box 579) (Pat Funare)
2641 River Avenue
Rosemead, CA 91770 (818) 288 8530

Kelbey Construction
6920 Foster Bridge Boulevard
Bell Gardens, CA 90201 (213) 773 5355

Macco Constructors, Inc. (P.O. Box 257) (Dave King)
14409 South Paramount Boulevard
Paramount, CA 90723 (213) 630 5801

Northwest Excavation
18201 Napa Street
Northridge, CA 91324 (818) 349 5861

Tidwell Excavation
1895 Lirio Avenue
Saticoy, CA 93004 (805) 647 4707

Herman Weissker, Inc. P.O. Box 7708) (Herman Weissker)
3366 Cherry Avenue
Long Beach, CA 90807 (213) 426 8141

IA-8. Drillers and Magnetometer Specialists and Borehole Survey Specialists: The following firms have represented themselves as having the capability to drill exploratory holes ahead of the tunnel face and to conduct magnetometer surveys for the detection of possible abandoned oil well casings. This listing is for information to Bidders only and it is the Contractor's responsibility to ensure that the qualifications of any chosen firm will meet the quality assurance requirements specified in Specification Section 02311, Shield Driven Tunnels.

Specialty Drillers:

1. Baker Energy Resources Corp.
9800 Centre Parkway, Suite 850
Houston, TX 77036

ATTN: Billy J. Greer, President, (713) 270 5174

2. Boyles Bros. Drilling Company
1707 South 4490 West
Salt Lake City, Utah 84125
ATTN: Alan R. Fletcher, President, (801) 972 3333
3. Cherrington Corporation
P.O. Box 254788
Sacramento, CA 95865
ATTN: Martin Cherrington, Director, (916) 457 3040
4. Drill Crossing, Inc.
P.O. Box 486
Arnaudville, LA 70512
ATTN: Gen Stelly, Manager, (318) 754 7802
5. Spie Horizontal Drilling, Inc.
3200 Wilcrest, Suite 150
Houston, TX 77042
ATTN: Hugh W. O'Donnel, President, (713) 785 3369

Magnetometer Specialists:

1. Endacott & Associates, Inc., Geophysical Services
545 N. Sunnyslope Avenue
Pasadena, CA 91107
ATTN: F.E. "Casey" Endacott, President, (818) 577 2020
2. Geo-Recon International, Ltd.
P.O. Box 55189
Seattle, WA 98155
ATTN: Clyde A. Ringstad, Principal Geophysicist,
(206) 362 9484
3. Geoscience Electronics Corp.
725B Lakefield Road
Westlake Village, CA 91361
ATTN: L.A. Rubin, President, (805) 496 0300 or
(818) 707 0587
4. Geoteomographics, Ltd.
146 Valley Lakes Drive
Santa Rosa, CA 95405
ATTN: Joseph L. Marzak, President, (707) 538 9288
5. Patton Consulting
P.O. Box 530806
Grand Prairie, TX 75053
ATTN: Bob J. Patton, President, (214) 647 8106
6. Ryland Associates
2400 E. Foothill Blvd.
Pasadena, CA 91107
ATTN: Stephen Ryland, Senior Geophysicist,

(818) 792 6162

7. S-Cubed
3398 Carmel Mountain Road
San Diego, CA 92121
ATTN: D.R. Grine, Vice President & General Manager,
(619) 453 0060
8. Tensor, Inc.
P.O. Box 14843
Austin, TX 78761
ATTN: Robert L. Waters, Executive Vice President,
(512) 251 4131
9. Woodward-Clyde Consultants
203 North Golden Circle Drive
Santa Ana, CA 92705
ATTN: Ronald Mees, Project Geophysicist,
(213) 581 7164 or (714) 835 6886

Borehole Survey Specialists:

Sharewell, Inc.
2537 S. Gessner, Suite 114
Houston, TX 77063
ATTN: Tom Wagner, Vice President, (713) 789 9290.

END OF INFORMATION AVAILABLE TO BIDDERS

LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PERFORMANCE BOND

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

(To be completed and submitted only if awarded the Contract.)



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PERFORMANCE BOND

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

WHEREAS the LOS ANGELES COUNTY TRANSPORTATION COMMISSION ("Commission") has awarded to _____ ("Principal"), Contract No. B281, HOLLYWOOD/VINE STATION AND CROSSOVER

WHEREAS, Principal is required under the terms of the Contract and to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, we _____, as Principal and _____ ("Surety"), as Surety, are held and firmly bound unto the Commission in the sum of _____ Dollars (\$ _____), this amount being not less than the Total Contract Price, in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the Commission in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or

modification of the Contract or of the work to be performed thereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____, 19__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By _____
("Principal")

By _____
("Surety")

By _____

LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PAYMENT BOND

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

(To be completed and submitted only if awarded the Contract.)



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PAYMENT (MATERIAL AND LABOR) BOND

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

WHEREAS the LOS ANGELES COUNTY TRANSPORTATION COMMISSION ("Commission") has awarded to _____ ("Principal"), Contract No. B281, HOLLYWOOD/VINE STATION AND CROSSOVER

WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law;

NOW, THEREFORE, we _____, as Principal and _____ ("Surety"), as Surety, are held and firmly bound unto the Commission in the sum of _____ Dollars (\$ _____), this amount being not less than the Total Contract Price, in lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns firmly by these presents. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the Commission and the plaintiff(s) in an amount to be fixed by the court.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181 or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or amounts due under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal, his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to work or labor performed under the Contract, then the Surety herein named will pay for the same in an amount not exceeding the sum specified in this bond; otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract Documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does

hereby waive notice of such change, extension of time, alteration or modification of the Contract Documents or of the work to be performed thereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety named herein, on the _____ day of _____, 19__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

By _____
("Principal")

By _____
("Surety")

By _____

LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS
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HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

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LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

INVITATION FOR BID DATED ()

BIDDER _____

SECTION PF-1 - PROPOSAL LETTER

In response to the above referenced Invitation for Bid and in accordance with the accompanying Instructions to Bidders, Bidder hereby proposes to the Los Angeles County Transportation Commission (Commission) to furnish all plant, labor, technical and professional services, supervision, materials and equipment, (other than materials and equipment specified as furnished by others) and to perform all operations necessary and required to construct the Contract Work in accordance with provisions of the Contract Documents and any addenda thereto and at the prices stated opposite the respective items set forth in the Schedule of Quantities and Prices attached hereto, and incorporated by reference herein.

Bidder agrees that this proposal constitutes a firm offer which cannot be withdrawn for ninety calendar days from the bid opening date or until a contract for the Work is fully executed, between Commission and a third party, whichever is earlier.

Attached hereto is a certified check, a cashiers check, bid bond or a combination thereof in an amount not less than ten percent of the Total Bid Price. The undersigned agrees that said amount shall be retained by the Commission if we fail or refuse to execute the Contract Agreement and furnish the required bonds and certificates of insurance within the time provided.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and that it has by careful examination of the Information Available to Bidders, Contract Documents and any addenda thereto, and by examination of

SECTION PF-1 - PROPOSAL LETTER

the actual site conditions, satisfied itself as to the nature and location of the Work, the general and local conditions to be encountered in the performance of the Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.

Bidder further certifies that the only persons or firms interested in this proposal as principals are those listed as such in the Bidder Information Forms; this proposal is made without collusion with any other person, firm, corporation, or other party; neither the undersigned bidder nor any principal is included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts. Bidder certifies compliance with DFEH Regulations, Chapter 5, Non discrimination Section 8103.

If awarded a Contract, Bidder agrees to execute the Contract and deliver it to the Commission within ten calendar days after award of the Contract, with the necessary Certificates of Insurance, Performance Bond and Payment Bond and Contractor will proceed with the work upon receipt of a Notice to Proceed in accordance with General Conditions Article GC-35, NOTICE TO PROCEED.

The undersigned certifies, under penalty of perjury, the accuracy of the following representations made with regard to the contractor's license number, class, and expiration date.

1. State of Incorporation _____
2. Bidders California Contractor's License No. _____
License Expiration Date _____ Type of License _____

Attached hereto and by this reference incorporated herein and made a part of this proposal are the proposed Section PF-2, Schedule of Quantities and Prices, Section PF-3, Proposal/Bid Data Forms and Section PF-4, Bidder Information Forms.

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

Addenda No(s) and dates received: _____

BIDDER _____

Signed by _____

(Type or Print Name)

(Title)

Date _____

(Bidder's Business Address)

Phone _____

NOTE: If Bidder is a corporation, enter State of Incorporation in addition to Business Address; if a partnership or joint venture, give full names of all partners or joint venturers. Evidence of the authority of the person signing on behalf of the corporation, partnership or joint venture to do so must be attached to the Proposal/Bid.



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281
INVITATION FOR BID DATED ((

BIDDER _____

SECTION PF - 2 SCHEDULE OF QUANTITIES AND PRICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
01000.01	General Requirements	1	LUMP SUM		\$ _____
01056.01	Inclinometer Casing		LINEAR FOOT	\$ _____	\$ _____
01056.03	Maintaining Inclinometer Casings		EACH	\$ _____	\$ _____
01056.11	Building Settlement Reference Points, Within 100 Feet of Excavation Boundaries		EACH BUILDING	\$ _____	\$ _____
01056.13	Ground Surface Settlement Refer-				

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
	ence Points, Within 100 Feet of Excavation Boundaries		EACH	\$ _____	\$ _____
01056.21	Load Instrumentation Zones, Maintaining Load Instrumentation Zone		EACH	\$ _____	\$ _____
01056.22	Maintaining Load Instrumentation Zones		EACH	\$ _____	\$ _____
01056.31	Installation of Observation Wells		LINEAR FOOT	\$ _____	\$ _____
01056.32	Maintaining of Observation Wells		EACH MEASURMT	\$ _____	\$ _____
01170.01	Archaeological or Pale- ontological Discovery		HOURL	\$ _____	\$ _____
01453.01	Quality Control		LUMP SUM		\$ _____
01505.01	Mobilization	1	FIXED PRICE		\$(())
01522.01	Temporary Decking System		SQUARE YARD	\$ _____	\$ _____
01590.01	Field Office	1	LUMP SUM		\$ _____
01590.02	Maintenance and Service of Field Office Facility		MONTH	\$ _____	\$ _____
02110.01	Site Clearing	1	LUMP SUM		\$ _____
02140.01	Dewatering	1	LUMP SUM		\$ _____
02156.01	Underpinning, ((Structure))	1	LUMP SUM		\$ _____
02160.01	Excavation Support System	1	LUMP SUM		\$ _____
02160.02	Removal of Existing Bulkhead	1	EACH	\$ _____	\$ _____

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



LACTC

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
02200.01	General Excavation Work		CUBIC YARD	\$ _____	\$ _____
02200.03	Structure Excavation, Type II		CUBIC YARD	\$ _____	\$ _____
02200.04	Structural Backfill		CUBIC YARD	\$ _____	\$ _____
02232.01	Aggregate Base		CUBIC YARD	\$ _____	\$ _____
02512.11	Asphalt Concrete Paving, Class C-2		TON	\$ _____	\$ _____
02512.12	Asphalt Concrete Base, Class A		TON	\$ _____	\$ _____
02514.01	Reinforced Concrete Paving, Six Inches Thick		SQUARE YARD	\$ _____	\$ _____
02528.01	Concrete Curb		LINEAR FOOT	\$ _____	\$ _____
02528.11	Concrete Sidewalk		SQUARE YARD	\$ _____	\$ _____
02528.22	Concrete Curb and Gutter, Type C, a-2 Foot		LINEAR FOOT	\$ _____	\$ _____
02528.23	Concrete Curb and Gutter, Type C, a=Four Feet		LINEAR FOOT	\$ _____	\$ _____
02528.24	Concrete Curb, Gutter and Buspad Pavement		LINEAR FOOT	\$ _____	\$ _____
02528.31	Concrete Driveway, Six Inches Thick		SQUARE YARD	\$ _____	\$ _____
02580.01	Pavement Striping and Marking	1	LUMP SUM		\$ _____
02600.01	Piped Utilities	1	LUMP SUM		\$ _____

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
02601.01	Maintenance and Support of Utilities	1	LUMP SUM	\$ _____	\$ _____
02660.01	Water Relocation	1	LUMP SUM	\$ _____	\$ _____
02720.16	Pipe, 15 Inch RCP		LINEAR FOOT	\$ _____	\$ _____
02720.17	Pipe, 18 Inch RCP		LINEAR FOOT	\$ _____	\$ _____
02720.19	Pipe, 24 Inch RCP		LINEAR FOOT	\$ _____	\$ _____
02720.26	Pipe, 48 Inch RCP		LINEAR FOOT	\$ _____	\$ _____
02720.45	Sidewalk Culvert, Three Inch by Five Inch		LINEAR FOOT	\$ _____	\$ _____
02720.46	Sidewalk Culvert, Three Inch by Nine Inch		LINEAR FOOT	\$ _____	\$ _____
02720.50	Manholes		EACH	\$ _____	\$ _____
02720.60	Catch Basins #37, #44, Side Opening		EACH	\$ _____	\$ _____
02720.70	Special Structures		EACH	\$ _____	\$ _____
02720.71	Special Junction Structure		EACH	\$ _____	\$ _____
02720.75	Adjust Existing Drainage Structures		EACH	\$ _____	\$ _____
02720.81	Pipe, Six Inch DIP		LINEAR FOOT	\$ _____	\$ _____
02730.02	Pipe, Six Inch PVC		LINEAR FOOT	\$ _____	\$ _____
02730.03	Pipe, Eight Inch PVC		LINEAR FOOT	\$ _____	\$ _____

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
02730.12	Pipe, Six Inch VCP		LINEAR FOOT	\$ _____	\$ _____
02730.13	Pipe, Eight Inch VCP		LINEAR FOOT	\$ _____	\$ _____
02730.31	14 Inch Steel Pipe Sleeve		LINEAR FOOT	\$ _____	\$ _____
02730.50	Sanitary Manholes		EACH	\$ _____	\$ _____
02730.60	Special Structures		EACH	\$ _____	\$ _____
02730.70	Adjust Existing Structure		EACH	\$ _____	\$ _____
02730.81	Pipe, Four Inch DIP		LINEAR FOOT	\$ _____	\$ _____
02788.01	Electrical Relocation	1	LUMP SUM		\$ _____
02790.01	Street Lights	1	LUMP SUM		\$ _____
02791.01	Traffic Signals	1	LUMP SUM		\$ _____
02795.01	Telephone Relocation	1	LUMP SUM		\$ _____
02795.02	Telegraph Relocation	1	LUMP SUM		\$ _____
02795.03	City Communication Relocation	1	LUMP SUM		\$ _____
02810.01	Irrigation System	1	LUMP SUM		\$ _____
02875.01	Tree Wells	1	LUMP SUM		\$ _____
02910.01	Tree Storage and Replanting	1	LUMP SUM		\$ _____
02950.01	Landscaping	1	LUMP SUM		\$ _____
02950.02	Landscape Maintenance	1	LUMP SUM		\$ _____
02951.01	Landscape Maintenance	1	LUMP SUM		\$ _____

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



Lactc

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
03200.01	Reinforcement		POUND	\$ _____	\$ _____
03300.01	Fill Concrete		CUBIC YARD	\$ _____	\$ _____
03300.02	Slab on Grade Concrete		CUBIC YARD	\$ _____	\$ _____
03300.04	Column Concrete		CUBIC YARD	\$ _____	\$ _____
03300.05	Exterior Wall Concrete		CUBIC YARD	\$ _____	\$ _____
03300.06	Walkway Concrete		LINEAR FOOT	\$ _____	\$ _____
03300.07	Interior Wall Concrete		CUBIC YARD	\$ _____	\$ _____
03300.09	Supported Concrete Slabs and Beams		CUBIC YARD	\$ _____	\$ _____
03300.10	Platform Slab Concrete		CUBIC YARD	\$ _____	\$ _____
03300.11	Lean Concrete		CUBIC YARD	\$ _____	\$ _____
03410.01	Precast Lightweight Concrete (Except Walkway Covers)	1	LUMP SUM		\$ _____
03410.03	Platform Edge Pavers	1	LUMP SUM		\$ _____
03410.05	Precast Concrete Stair Treads and Landings at Public Areas	1	LUMP SUM		\$ _____
03410.06	Precast Apron Pavers	1	LUMP SUM		\$ _____
03410.07	Precast Runnels	1	LUMP SUM		\$ _____
03410.08	Precast Pavers	1	LUMP SUM		\$ _____

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
03456.01	Glass Fiber Reinforced Concrete Panels	1	LUMP SUM		\$ _____
04000.01	Masonry	1	LUMP SUM		\$ _____
05000.01	Metals	1	LUMP SUM		\$ _____
07000.01	Thermal and Moisture Protection	1	LUMP SUM		\$ _____
07101.01	Hydrocarbon Resistant Membrane in Cut-and-Cover Structure		SQUARE YARD	\$ _____	\$ _____
07103.01	Hydrocarbon Resistant Elevator Casing		EACH	\$ _____	\$ _____
08000.01	Doors and Windows	1	LUMP SUM		\$ _____
09000.01	Finishes	1	LUMP SUM		\$ _____
10000.01	Specialties	1	LUMP SUM		\$ _____
14310.01	Escalator Work	1	LUMP SUM		\$ _____
15001.01	Mechanical Demolition	1	LUMP SUM		\$ _____
15100.01	Plumbing	1	LUMP SUM		\$ _____
15300.01	Fire Protection	1	LUMP SUM		\$ _____
15482.01	Compressed Air System	1	LUMP SUM		\$ _____
15484.01	Vacuum Cleaning System	1	LUMP SUM		\$ _____
15500.01	HVAC	1	LUMP SUM		\$ _____
16000.01	Basic Electrical	1	LUMP SUM		\$ _____

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



lactc

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
16001.01	Electrical Demolition	1	LUMP SUM		\$ _____
16119.01	Electrical Ductbanks	1	LUMP SUM		\$ _____
16120.01	Wires and Cables	1	LUMP SUM		\$ _____
16400.01	Equipment	1	LUMP SUM		\$ _____
16500.01	Lighting	1	LUMP SUM		\$ _____
16510.01	Tunnel Lighting	1	LUMP SUM		\$ _____
16600.01	Grounding and Bonding	1	LUMP SUM		\$ _____
16700.01	Electrical Systems	1	LUMP SUM		\$ _____

TOTAL BID PRICE, THE SUM OF _____ DOLLARS

01010.11	Disputes Review Board (Provisional Sum)		FIXED PRICE		\$ _____
01010.12	Safety Awareness Program (Provisional Sum)		FIXED PRICE		\$ _____

END SCHEDULE OF QUANTITIES AND PRICES

SECTION PF-2 - SCHEDULE OF QUANTITIES AND PRICES



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

SECTION PF-3 - PROPOSAL/BID DATA FORMS

GENERAL NOTE

Bidder shall submit its Proposal/Bid data in accordance with the format shown on each of the following Proposal/Bid Data Forms. Bidder shall prepare and use as many sheets as are necessary to adequately provide the information required.

Bidder shall ensure that each page of its Proposal/Bid data is properly identified with the Bidder's name and page number.



PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

INVITATION FOR BID DATED ()

BIDDER _____

PF-3.A. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as

Principal, and _____, as Surety,
are held firmly bound unto the LOS ANGELES COUNTY
TRANSPORTATION COMMISSION, hereinafter called the Commission,

in the sum of _____
(use words)

_____ DOLLARS

(\$ _____), being not less than ten percent
(figures)

of the total bid price; for the payment of which sum will and
truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the Commission
to perform all Work required under Commission's IFB No. _____.

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

SIGNED AND SEALED, this _____ day of _____, 19____.

_____(SEAL)

_____(SEAL)

Principal

Surety

BY: _____

BY: _____

Signature

Signature



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

INVITATION FOR BID DATED ((

BIDDER _____

PF-3.B BUY AMERICA CERTIFICATE FOR COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 as amended and the applicable regulations in 49 CFR Part 661.

Bidder _____

Signature _____

Printed Name and Title

Date _____



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

INVITATION FOR BID DATED ()

BIDDER _____

PF-3.C BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE

The Bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 as amended, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR 661.7.

Bidder _____

Signature _____

Printed Name and Title

Date _____



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

INVITATION FOR BID DATED ((

BIDDER _____

PF-3.D GOOD FAITH EFFORTS CERTIFICATE

The bidder or offeror hereby certifies that while the DBE goal was not met as reflected on the List of Proposed Subcontractors bidding form, the good faith efforts listed in the Contract Compliance Manual were made.

The bidder or offeror further certifies that the documentation to support the undertaking of these good faith efforts will be submitted to the Commission within forty-eight (48) hour period from the Commission's request.

BIDDER'S FIRM NAME

By: _____
SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

TYPE NAME AND TITLE

DATE OF SIGNATURE



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

INVITATION FOR BID DATED ((

BIDDER _____

PF-3.E. SUBCONTRACTORS

PF-3.E.1. List of Proposed Subcontractors

PF-3.E.1.a. In compliance with the "Subletting and Subcontracting Fair Practices Act," Sections 4100 through 4114 of the Government Code of the State of California, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (>0.5%) of the Bidder's Total Bid Price, and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work. Note: The three lowest Bidders shall submit license identifications for all applicable subcontractors within 48 hours of Bid Opening.

PF-3.E.1.b. If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth below.

PF-3.E.1.c. Subletting or subcontracting of any portion of the Work in excess of one-half of one percent (>0.5%) of the Total Bid Price for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after Commission approval.

PF-3.E.2. DBE Responsiveness Requirement

PF-3.E.2.a. The above notwithstanding, to determine Bidder responsiveness to DBE requirement, the Bidder must also list proposed DBE subcontractors



below one half of one percent (<0.5%) of the Total Lump Sum Bid Price to be used on this Contract. Credit for participation of DBE vendors of materials and supplies, trucks, equipment and/or services is outlined in the Contract Compliance Manual, Section 1.6 of the Bid Specifications.

PF-3.E.2.b. SPECIAL NOTE - DBE subcontractor participation will not be counted toward meeting the DBE goals if they are uncertified prior to recommendation of Award. Note: See Article I-5.C of the Instructions to Bidders.

PF-3.E.3, DBE Responsiveness Requirement Listing

<u>Name and Address of Subcontractor</u>	<u>DBE</u>	<u>Description of work to be Subcontracted</u>	<u>Subcontract Dollar Value</u>
Name: _____			
Address: _____			

Contact Person: _____			
Telephone: _____			

<u>Name and Address of Subcontractor</u>	<u>DBE</u>	<u>Description of work to be Subcontracted</u>	<u>Subcontract Dollar Value</u>
Name: _____			
Address: _____			

Contact Person: _____			
Telephone: _____			

<u>Name and Address of Subcontractor</u>	<u>DBE</u>	<u>Description of work to be Subcontracted</u>	<u>Subcontract Dollar Value</u>
Name: _____			
Address: _____			

Contact Person: _____			
Telephone: _____			



PF-3.E.3 DBE Responsiveness Requirement Listing
(continued)

<u>Name and Address of Subcontractor</u>	<u>DBE</u>	<u>Description of work to be Subcontracted</u>	<u>Subcontract Dollar Value</u>
Name: _____			
Address: _____			

Contact Person: _____			
Telephone: _____			

<u>Name and Address of Subcontractor</u>	<u>DBE</u>	<u>Description of work to be Subcontracted</u>	<u>Subcontract Dollar Value</u>
Name: _____			
Address: _____			

Contact Person: _____			
Telephone: _____			

<u>Name and Address of Subcontractor</u>	<u>DBE</u>	<u>Description of work to be Subcontracted</u>	<u>Subcontract Dollar Value</u>
Name: _____			
Address: _____			

Contact Person: _____			
Telephone: _____			

<u>Name and Address of Subcontractor</u>	<u>DBE</u>	<u>Description of work to be Subcontracted</u>	<u>Subcontract Dollar Value</u>
Name: _____			
Address: _____			

Contact Person: _____			
Telephone: _____			

This page may be duplicated if needed for listing additional subcontractors.



PF-3.E.4. DBE or Joint Venturer Status

PF-3.E.4.a. Indicate (X) whether the Bidder qualifies as a DBE _____

If the bidder is either of the above, it must have current certification status with the Commission or submit Schedule A Application prior to notice of award.

PF-3.E.4.b. Indicate (X) whether the bidder is joint venturing with a DBE _____

If either of the above is a Joint Venturer, a copy of the Joint Venture Agreement and Schedule B Application must be submitted to the Commission prior to notice of award. Also, a Schedule A must be submitted for DBE firms who have not been certified.

PF-3.E.4.c. If the bidder checked DBE in item **PF-3.E.4.b**, complete the following:

PF-3.E.4.c(1) Provide a description of the proposed Work to be performed by the Bidder's own workforce and the dollar value.

PF-3.E.4.c(2) Provide a description and dollar value of the Work to be performed by the DBE Joint Venturers.

Dollar Value \$ _____



PF-3.E.4.d List all DBE material, trucking, and equipment suppliers to be used in this Contract and the proposed cost.

<u>DBE</u>	<u>TYPE OF SUPPLIER</u>	<u>SUBCONTRACTOR DOLLAR VALUE</u>
------------	-------------------------	-----------------------------------

Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Name: _____

Address: _____

Contact Person: _____

Telephone: _____

Name: _____

Address: _____

Contact Person: _____

Telephone: _____

PF-3.E.5 Bidder's Declaration

It is understood and agreed by Bidder that it has carefully examined all documents that form part of this Invitation for Bid (IFB) and acknowledges that the DBE participation goals are _____ percent.

BIDDER _____



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
 METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
 CONTRACT NO. B281

INVITATION FOR BID DATED ()

BIDDER _____

PF-3.F CERTIFICATE OF NONDISCRIMINATION

Proposer hereby certifies under penalty of perjury under the laws of the State of California, that it does not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it is in compliance with all applicable federal, state, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. Proposer and its subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations Title 2, Section 7285.0 et seq.) Proposer agrees specifically:

- o To establish or observe employment policies which actively promote opportunities for minority persons and women at all job levels.
- o To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities and women, and to the minority communities and women at large.
- o To state in all solicitations or advertisements for employees that the Proposer will consider all qualified applicants for employment without regard to race, color, religion, sex, age, or national origin.

Please include any additional information available regarding equal opportunity employment programs now in effect within your company, e.g. a Proposer affirmative plan and/or proposer policy statement.

CERTIFIED BY: _____
 Signature

 Name & Title



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PROPOSAL/BID REQUIREMENT FORMS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

INVITATION FOR BID DATED ((

BIDDER _____

PF-4. BIDDER INFORMATION FORMS

PF-4.A. Information About Bidder

PF-4.A.1. Name of Bidder: _____

PF-4.A.2. Type of Entity: _____

PF-4.A.3. Bidder Address: _____

Telex

Telephone

Telecopier

Cable

PF-4.A.4. How many years has Bidder's organization been in business as a General Contractor?

PF-4.A.5. How many years has Bidder's organization been in business under its present name? _____

PF-4.A.5.a. Under what other or former names has Bidder's organization operated?

PF-4.A.6. If Bidder's organization is a corporation answer the following:

PF-4.A.6.a. Date of incorporation: _____

PF-4.A.6.b. State of incorporation: _____

PF-4.A.6.c. President's name: _____

SECTION PF-4 - BIDDER INFORMATION FORMS



PF-4.A.6.d. Vice-president's name(s):

PF-4.A.6.e. Secretary's name: _____

PF-4.A.6.f. Treasurer's name: _____

PF-4.A.7. If an individual or a partnership answer the following:

PF-4.A.7.a. Date of organization: _____

PF-4.A.7.b. Name and address of all partners (State whether general or limited partnership):

PF-4.A.8. If other than a corporation or partnership, describe organization and name principals:

PF-4.A.9. List states and categories in which Bidder's organization is legally qualified to do business. Use Standard Industrial Classification codes (SIC codes) wherever possible, to describe categories of work. Indicate registration or license numbers, if applicable.

PF-4.A.10. What type of work does the Bidder normally perform with its own forces:

PF-4.A.11. Has Bidder ever failed to complete any work awarded to it? if so, note when, where, and why:

SECTION PF-4 - BIDDER INFORMATION FORMS



PF-4.A.12. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

PF-4.A.13. On a separate sheet, list the construction experience of the key individuals of Bidder's organization:

PF-4.A.14. Trade References: _____

PF-4.A.15. Bank References (Bank, Branch address, Account number):

PF-4.A.16. Name of Bonding Company and name and address of agent:

PF-4.A.17. Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statement showing the following items:

PF-4.A.17.a. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

PF-4.A.17.b. Net Fixed Assets.

PF-4.A.17.c. Other Assets.

PF-4.A.17.d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

SECTION PF-4 - BIDDER INFORMATION FORMS



PF-4.A.17.e. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

PF-4.A.18. Name and address of firm preparing financial statement and date thereof:

PF-4.A.19. Is the financial statement for the identical organization named on the first page of this form?

PF-4.A.19.a. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary, etc.):

PF-4.A.20. Dated at _____

this _____ day of _____, 19____

Name of Organization: _____

By: _____

Title: _____

PF-4.A.21. Ms, Mr, Miss, Mrs, _____

_____ (name)

being duly sworn deposes and says that he/she is

the _____ of _____,
(title) (company)

Bidder(s), and that answers to the foregoing questions and all other statements therein are true and correct.

Subscribed and sworn before me this ___ day of _____, 19____

Notary Public:

My Commission Expires:



PF-4.B. Equipment for Use On Contract

<u>Type of Equipment</u>	<u>Make and Model</u>	<u>Year of mfr.</u>	<u>Owned or Leased</u>	<u>Present Location</u>	<u>When Required on Worksite</u>
------------------------------	-------------------------------	-------------------------	--------------------------------	-----------------------------	--------------------------------------



PF-4.C. List of Current Projects (Backlog)

<u>Project</u>	<u>Description of Bidder's Work</u>	<u>Estimated Completion Date</u>	<u>Magnitude (\$, m/hrs, etc.)</u>
----------------	-------------------------------------	----------------------------------	------------------------------------



PF-4.D. List of Completed Projects - Last Three Years

Include only projects which are pertinent to demonstrate Bidder's ability to perform the required Work.

<u>Project</u>	<u>Client</u>	<u>Description of Bidder's Work</u>	<u>Period of Performance</u>	<u>Magnitude (\$, m/hrs, etc.)</u>
----------------	---------------	-------------------------------------	------------------------------	------------------------------------



PF-4.E. Responsible Bidder Questionnaire**PF-4.E.1. Definitions**

PF-4.E.1.a. For purposes of this questionnaire a "public entity" is defined as in Section 1100 of the California Public Contracts Code to mean "the State of California, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the State of California." The term includes the Regents of the University of California and the Trustees of the California State University.

PF-4.E.1.b. For purposes of this questionnaire a "public works" is defined as in Section 1101 of the California Public Contracts Code to mean "the erection, construction, alternation, repair, or improvement of any public structure, building, road, or other public improvement of any kind." It is further defined to include any additional works which would fall within the definitions of Sections 1720, 1720.2, and 1720.3 of the California Labor Code. These definitions are as follows:

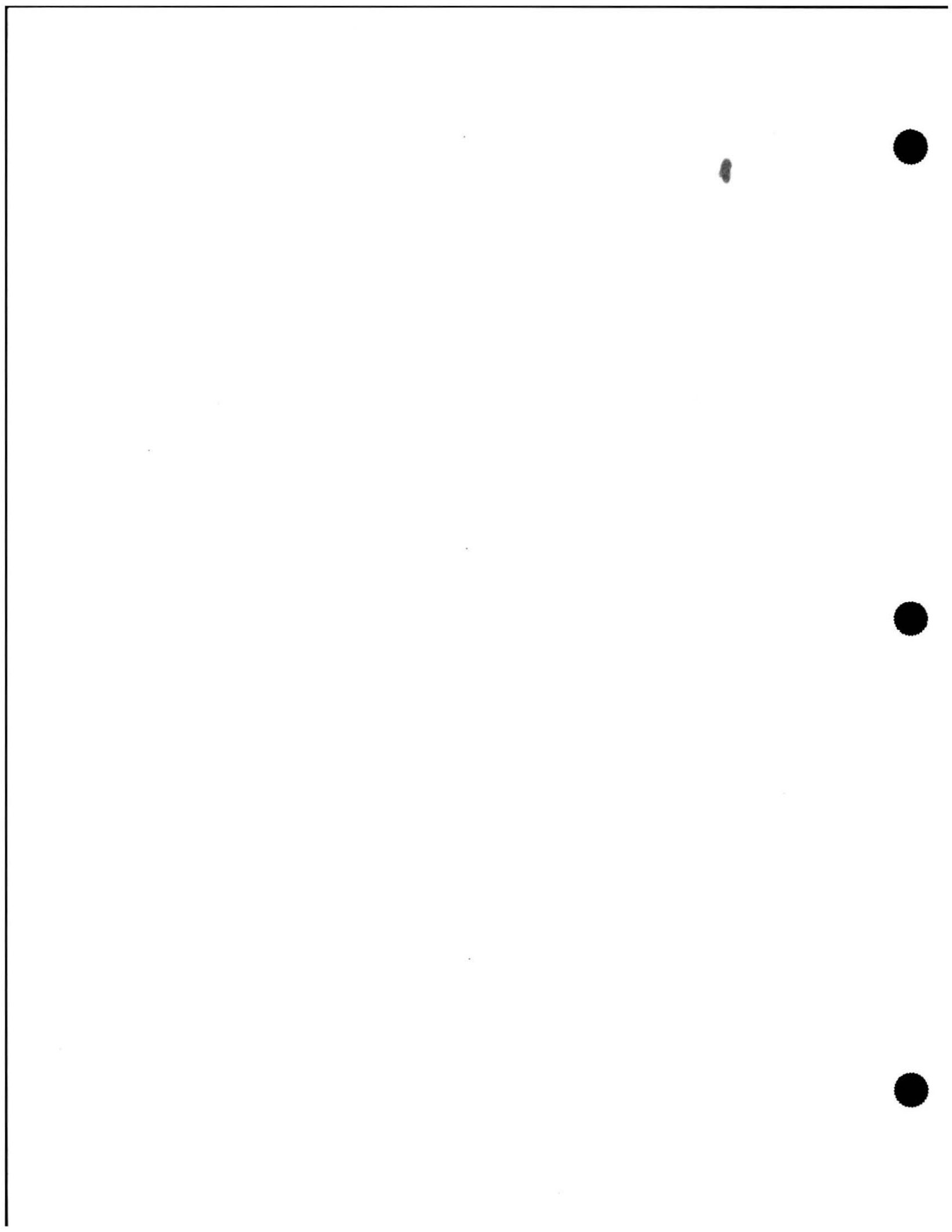
PF-4.E.1.c. Section 1720. As used in this chapter "public works" means:

PF-4.E.1.c.(1) Construction, alteration, demolition or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Works Commission or other public authority.

PF-4.E.1.c.(2) Work done for irrigation, utility, reclamation and improvement district, and other districts of this type. "Public work" shall not include the operation of the irrigation or drainage system of any irrigation or reclamation district, except as used in Section 1778 relating to retaining wages.

PF-4.E.1.c.(3) Street, sewer or other improvement work done under the direction and supervision or by the authority of any officer or public body of the state, or of any political subdivision or district thereof, whether such political subdivision or district operates under a freeholder's charter or not.

PF-4.E.1.c.(4) The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.



PF-4.E.1.c.(5) The laying of carpet in a public building done under contract and paid for in whole or part out of public funds.

PF-4.E.1.d. Section 1720.2. For the limited purposes of Article 2 (commencing with Section 1770) of this chapter, "public works" also means any construction work done under private contract when all of the following conditions exist:

PF-4.E.1.d.(1) The construction contract is between private persons.

PF-4.E.1.d.(2) The property subject to the construction contract is privately owned, but upon completion of the construction work, more than 50 percent of the assignable square feet of the property is leased to the state or a political subdivision for its use.

PF-4.E.1.d.(3) Either of the following conditions exist:

PF-4.E.1.d.(3)(a) The lease agreement between the lessor and the state or political subdivision, as lessee, was entered into prior to the construction contract.

PF-4.E.1.d.(3)(b) The construction work is performed according to plans, specifications, or criteria furnished by the state or political subdivision, and the lease agreement between the lessor and the state or political subdivision, as lessee, is entered into during, or upon completion of, the construction work.

PF-4.E.1.e. Section 1720.3. For the limited purposes of Article 2 (commencing with Section 1770, "public works") also means the hauling of refuse from a public works site to an outside disposal location, with respect to contracts involving any state agency, including the California State University and the University of California.

PF-4.E.2. Questions

PF-4.E.2.a. Bidder shall respond either "yes" or "no" to each of the following seven questions. If bidder's response is "yes" to any question(s), an explanation of the circumstances shall be provided in the space following the questions. Bidder shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or



provide adequate explanations may preclude consideration of the bid and require its rejection.

PF-4.E.2.b. With the past three years has the Bidder, any partner, member, officer, director, responsible managing officer, or responsible managing employee of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder:

PF-4.E.2.b.(1) Been disqualified, debarred, removed or otherwise prevented from bidding on or completing a federal, state, or local contract anywhere in the United States because of a violation of law or safety regulation?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

PF-4.E.2.b(2) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy, or any act in violation of California or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

PF-4.E.2.b(3) Had filed against him or her in a California proceeding or in a federal proceeding concerning a public contract performed in California, any criminal complaint, indictment, or information alleging fraud, bribery, collusion, conspiracy, or any action in violation of California or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes _____ No _____

PF-4.E.2.b(4) Had filed against it, him or her in a California or federal court any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy, or any act in



violation of California or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes_____ No_____

PF-4.E.2.b(5) Has been found, adjudicated, or determined by any federal or California court or agency, including but not limited to the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and the California Fair Employment and Housing Commission, to have violated any laws or Executive Orders relating to employment discrimination or affirmative action including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d); Executive Order 11246; or the California Fair Employment and Housing Act (Government Code 12460 et seq.)?

If yes, please explain the circumstances. If no, so state.

Yes_____ No_____

PF-4.E.2.b(6) Has been found, adjudicated, or determined by any California court, California administrative agency (including but not limited to the California Labor Commissioner, Department of Industrial Relations, Division of Labor Standards Enforcement), federal court, or federal agency to have violated or failed to comply with any law or regulation of the United States or the State of California governing prevailing wages (including, but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits), or overtime compensation.

If yes, please explain the circumstances. If no, so state.

Yes_____ No_____

PF-4.E.2.b(7) Been issued a "Notice of Payment Due" by the Labor Commissioner, State of California, Department



of Industrial Relations, Division of Labor Standards Enforcement, or been the subject of a "Stop Notice" or "Notice to Withhold" in connection with the performance of any public works contract with any public entity.

If yes, please explain, including the terms and any settlements entered into. If no, so state.

Yes _____ No _____

PF-4.E.2.b(8) The following space shall be utilized by Bidder to completely explain the circumstances pursuant to any "yes" answers for the aforementioned questions.

PF-4.E.3. Verification/Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing declaration is true and correct. Executed _____, 19__.

(Signature)

(Name Printed)

(Title)



PF-4.F. QUALITY CONTROL - The Bidders shall submit, with the Bid/Proposal, a brief narrative demonstrating the presence of a quality control program that would comply with the quality assurance requirements described in the Technical Provisions. The outline shall include the following as a minimum:

PF-4.F.1. Organizational profile, including organization chart, showing how the QC department will function in relation to other activities that are engaged in fulfilling the requirements of this Contract.

PF-4.F.2. Basic description of inspection, test, and corrective action procedures, and associated documentation methods.

PF-4.F.3. A statement that inspection/test reports and certificates of compliance for off-the-shelf items, manufactured by the Bidder's suppliers or subcontractors, will be on file and available for examination by the Commission.

PF-4.G. Safety

PF-4.G.1 Safety Program - Bidder shall submit with the Proposal/Bid a brief narrative describing that the organization has an established Safety Program in accordance with the Contract Documents and applicable government regulations. The outline shall identify and explain the organization's program for training employees performing work. Bidder shall also complete the Industrial Safety Record contained herein.

PF-4.G.2 Cal/OSHA has classified the tunnels in the MOS-2 project as potentially gassy. Therefore, Bidders' past safety records and compliance with the safety requirement of this Invitation for Bid will be considered as significant items in the evaluation of this Bid.



PF-4.G.3. BIDDER'S INDUSTRIAL SAFETY RECORD (FORM C)

BIDDER _____

This information must include all construction work undertaken both nationwide and in the State of California by the Bidder and any partnership, joint venture or corporation that any principal of the Bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of the bid submittal. Separate information shall be submitted for each particular partner or joint venturer. The Bidder may be requested to submit additional information or explanation of data which the Commission requires for evaluating the safety record.

	<u>5 Years Prior to Current Year</u>					<u>TOTAL</u>	<u>Current Year</u>
	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>		
1) Total Hours Worked (in thousands)							
:							
California :							
<hr/>							
2)* Number of fatalities							
:							
California :							
<hr/>							
3)* Number of lost workdays cases							
:							
California :							
<hr/>							
4)* Number of injury/illness cases involving restricted work activity							
:							
California :							
<hr/>							
5)* Number of lost workdays							
:							
California :							



	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>	<u>Total</u>	<u>Year</u>
6)* Number of days of restricted work activity due to injury/illness							
California :							

7) Incidence Rate
 Lost Workday Cases
 California :
 Days Lost
 California :

8) Workers' Compensation Experience Modifier
 California :

*The information required for items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA (Cal/OSHA) Form 200.

**Incidence Rate = No. Injuries (Cases) x 200,000

 Total Hours Worked

The above information was compiled from the records that are available to me at this time and I declare under penalty that the information is true and accurate within the limitation of those records.

 Name of Bidder (Print)

 Signature

 Address

 Telephone Number

 City

 Zip Code



PF-4.G.4 In addition to the safety information requested elsewhere in this section, determination of acceptable safety performance will also be based in part upon responses to the following items.

PF-4.G.4.(a) To evaluate Bidder's underground construction experience, Bidder shall list all underground construction projects performed within the last ten years. Additionally, Bidder shall state for each of the projects whether a regulatory body has classed that project with respect to the presence of gas, and what that classification was; i.e., non-gassy, potentially gassy, gassy, or others as the regulatory body may define. A Bidder who has had no underground construction experience in a potentially gassy or gassy environment will not be disqualified from award of this contract for that reason alone.

PF-4.G.4.(b) If Bidder has indicated above that it has performed underground construction in a potentially gassy, gassy, or equivalent environment, then Bidder shall answer the following questions.

- (1) Has Bidder, in the past ten years, experienced any underground construction incidents involving methane gas which resulted in property damage, injury or death? If the answer is yes, Bidder shall individually describe the incident(s) and the property damage, injury or death incurred.

YES _____ NO _____

- (2) Has Bidder, in the past ten years, been issued citations by any regulatory body, i.e., OSHA, relating to violations involving a potentially gassy or gassy environment, including items such as non-permissible electrical equipment, etc.? If the answer is yes, Bidder shall individually describe such violation(s) including any fines levied.

YES _____ NO _____

- (3) Has Bidder, in the past ten years, been charged or convicted of violating any State, Federal or local regulations involving underground construction in a potentially gassy or gassy environment? If the answer is yes, Bidder shall individually describe such charge(s) or conviction(s).

YES _____ NO _____

Where a bidder is a partnership or joint venture, each partner or joint venturer is required to answer the above questions.



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

CONTRACT AGREEMENT
(FORM OF CONTRACT)

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281



**LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT**

FORM OF CONTRACT

**HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281**

THIS CONTRACT is made and entered into this _____ day of _____, 19____, by and between the LOS ANGELES COUNTY TRANSPORTATION COMMISSION, hereinafter called Commission, and _____, hereinafter called Contractor.

Commission, a California county transportation commission, exists under the authority of Section 130050 et seq. of the California Public Utilities Code. The parties, in consideration of the agreements herein contained, contract and agree as follows:

ARTICLE I: Commission hereby employs Contractor to perform the Work according to the terms and conditions of this Contract, and Contractor accepts such employment and agrees to perform the Work according to the terms and conditions of this Contract.

ARTICLE II: CONTRACT: This 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 this Contract:

- PART A - Specifications - Technical Provisions
- PART B - General Conditions
- PART C - Special Provisions
- PART D - Compensation and Payment Provisions
- PART E - Contract Compliance Manual
- PART F - Construction Safety Manual
- PART G - Construction Insurance Specifications
- PART H - Contract Drawings

ARTICLE III: WORK TO BE PERFORMED: Contractor agrees to perform and complete in a workmanlike manner all Work required to complete the Contract in accordance with the Contract Documents. Contractor shall furnish at Contractor's own expense all labor, materials, equipment, tools, services and items of expense necessary to perform the Contract, except such materials, equipment and services as may be required in the Contract to be furnished by Commission. The Work is defined in detail in the Contract Documents, which detailed definitions govern the interpretation and performance of this Contract, but may be generally described as:



(Insert a summary statement covering the scope of work. When the space provided here is less than, or greater than, the space required - retype the entire form.)

ARTICLE IV: COMPENSATION - In consideration of work performed, COMMISSION shall pay the Contractor the sum of _____ dollars, (\$_____), payable as provided in the General Conditions, Special Provisions and Compensation and Payment Provisions of the Contract Documents.

ARTICLE V: PERIOD OF PERFORMANCE: Contractor shall perform and complete all Work under this Contract within ____ calendar days of the date of Notice to Proceed.



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

LOS ANGELES COUNTY TRANSPORTATION COMMISSION

By: _____
Neil Peterson, Executive Director

RAIL CONSTRUCTION CORPORATION

By: _____
Edward McSpedon
President/CEO

CONTRACTOR

By: _____
Signature

Print or type name

Title

Approved as to Form:
THELAN, MARRIN, JOHNSON & BRIDGES
A Professional Corporation

By: _____
Harold E. Hamersmith
Special Counsel to the Commission



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PART A
SPECIFICATIONS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

The Professional Engineers' Seals on this page shall be only for the Specifications and Special Provisions indicated.



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

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**LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT**

**PART B
GENERAL CONDITIONS
CONSTRUCTION**

**HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281**



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PART C

SPECIAL PROVISIONS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

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**LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT**

PART C - SPECIAL PROVISIONS

**HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281**

SP-1 INSURANCE REQUIREMENTS - Contractor-furnished and Commission-furnished insurances shall be as stipulated in Part G - Construction Insurance Specifications, Third Edition, dated 16 May 1990, attached to this Contract.

SP-2 COMMISSION-FURNISHED PERMITS - Notwithstanding the provisions of the General Conditions Article **GC-27, PERMITS AND COMPLIANCE WITH LAWS**, the Commission will furnish the permits without cost to Contractor, through a Special Permitting Process. Contractor shall, in accordance with the General Conditions Article **GC-27, PERMITS AND COMPLIANCE WITH LAWS**, obtain all other permits required for the performance of the Work. The permits furnished by the Commission will be available for examination at the Commission's office on the Work Site during regular business hours. Contractor is advised that permits to be furnished by the Commission may not be available on the dates indicated. Effects, if any, of delays in effective dates, will be addressed under provisions of the General Conditions Articles **GC-46, CHANGES** through **GC-53, DISPUTES**.

SP-2.A In lieu of issuing the permits normally required for work on public right-of-way, the Board of Public Works of the City of Los Angeles has approved a special permitting process for all Work indicated on Contract Drawings for Metro Red Line cut and cover construction, tunnel construction, exits, construction shafts and work access shafts and including City facilities and utilities which begin within and extend no more than one hundred feet beyond the limit of construction. The city facilities and utilities covered are storm drains, sewers, water lines, electrical power ducts, telephone ducts and natural gas lines included in the construction Contract for tunnels and shafts. The special permitting process includes the following permits:

- A-Permits
- B-Permits
- Revocable and Encroachment Permits for Metro Red Line Facilities
- Street Closures as per the Worksite Traffic Control Plan drawing
- Holiday Season Restrictions in the Downtown Area
- Excavation Permits
- Lateral Support Bonds
- Street Tree Permit

SP-2.B The Contractor shall provide all other permits, including, but not limited to:

- Sewer Connection Permits
- Storm Drain Connection Permits
- Industrial Waste Permits
- Building Material Permits
- Overload Permits.
- Demolition Permits
- Haul Route Permits
- Lane Closures

SP-2.C The Commission has obtained an NPDES Permit for wastewater discharges from the Project from the California Regional Water Quality Control Board. The Commission has obtained SCAQMD Rule 1166 Permit, for Excavation and Storage of Contaminated Soil and will obtain all permits associated with handling of hazardous waste except for hazardous waste generated by the Contractor. If applicable, the Contractor shall furnish the following permits:

- LAFD - Business Permit for storage of Hazardous Material
- SCAQMD - Permit to Operate Fuel Fired Equipment
- CRWQCB - Provisional NPDES Permit for Pump Tests

SP-2.D The Commission has obtained the following permits from the City of Los Angeles, Department of Building and Safety:

- Plan check approval for the modifications to the underground parking on Parcel B2-127

- Demolition Permit for Parcel B2-226

SP-3 ACCESS AND COMPLETION DATES - Access shall be made available by the Contractor for work by other Contractors. The rooms and areas of the Station shall be completed as described within the number of days specified. Coordination with other Contractors will be required. The systems installation Contractors will be working throughout the station while this Contractor is completing his work, possibly creating congestion in some areas. The Contractor must coordinate with the other Contractors to schedule work to optimize completion of all station work and to make work areas available to expedite the total station work. The Contractor must be prepared to adjust his scheduled work from time to time as certain areas may not be available when desired or planned.

SP-3.A ACCESS

SP-3.A.1 The B610 Trackwork Installation Contractor, will initially require access through the station/tunnel for crew and materials. The Trackwork Contractor will ini-

tially be working in the trackbed areas, constructing second pour track plinths and contact rail pedestals, installing track fasteners and contact rail supports. Distribution of rail and special trackwork will occur later in the construction period using the trackbed access. The access areas necessary for the installation of the trackwork and related equipment shall be completed within () calendar days of the Notice to Proceed date. Completed Work shall include base slabs, walls, walkways, duct banks, functional electrical work, lighting ventilation, and drainage provisions. The trackbed areas shall be clean and free of any debris. The trackwork Contractor shall be allowed to complete his work without interference to his operations. Remaining work to be performed under this Contract after the trackwork access date shall be coordinated with the B610 Trackwork Contractor.

SP-3.A.2 Systems Installation - The following equipment/-systems access shall be provided: Rooms turned over to the Systems Contractors shall subsequently be under the full security control of the Systems Contractors, with any additional access required by the Contractor to be arranged through the Assigned Systems Contractor.

SP-3.A.2.a Traction Power Substation Equipment B631 - Areas for installation of Contract B631 shall be completed within () calendar days after the effective date of Notice to Proceed. Completion of this area shall include lights and other miscellaneous electrical systems installed; doors and hardware installed; ventilation system installed and operating; and painting and finishes completed. The work in Contract B631 is scheduled to be completed and the permanent 480 Vac power energized 120 days after the starting date of the B631 Contract at this station.

SP-3.A.2.b DWP Incoming Electrical Services Room Equipment -Areas for installation of DWP equipment shall be provided within () calendar days after the effective date of Notice to Proceed. Completion of this area is as referenced in Paragraph **SP-3.A.2.a**.

SP-3.A.2.c Communication Equipment (B640) - Areas for installation of Contract B640 shall be provided within () calendar days after the effective date of Notice to Proceed. Train Control and Communications (TC&C) Room (including Battery Room) shall be completed. Completion includes conduits from train control and communication room to wayside equipments installed; overhead cable trays in train control and communication room installed; power for train control and communication equipment available; tubing for gas probes installed and tested; ventilation system installed and operable; eyewash installed and running water available in the battery room; lights and other miscellaneous

electrical system installed and operable; doors and hardware, including locks, installed; floors finished; and painting complete.

SP-3.A.2.d Train Control B620 - Areas for installation of Contract B620 shall be available within (()) calendar days after the effective date of Notice to Proceed. For physical condition of these areas see **SP-3.A.2.a**.

SP-3.A.2.e Fare Collection H840 - Areas for installation of Contract H840 shall be available within (()) calendar days after the effective date of Notice to Proceed.

SP-3.A.2.f Auxiliary Power Rooms, including Battery Rooms, shall be completed and operational within (()) calendar days after the effective date of Notice to Proceed.

SP-3.A.3 Elevators and Escalators (B710) - Areas for installation of Contract B710 shall be available within (()) calendar days after the effective date of Notice to Proceed. Completion of this system is scheduled to be within (()) calendar days after the starting date of Contract B710 at this station.

SP-3.A.4 The Mechanical Rooms shall be completed and operational within (()) calendar days after the effective date of Notice to Proceed.

SP-3.A.5 Commission-supplied Equipment for Installation of B281 Contract.

SP-3.A.5.a Fire Suppression (B785) - Equipment availability is scheduled within (()) calendar days after the effective date of Notice to Proceed.

SP-3.A.5.b Electrical (UPS)/(B795) - Equipment availability is scheduled upon the access date specified in **SP-3.A.2.c**, for the installation. Battery delivery is scheduled within (()) calendar days after the effective date of Notice to Proceed.

SP-3.A.5.c Mechanical (Fans and Dampers) (B745) - Equipment availability is scheduled (()) calendar days after the effective date of Notice to Proceed.

SP-6.A.5.d Signs and Graphics (B760) - Availability of signs and graphics is scheduled within (()) calendar days after the effective date of Notice-to-Proceed.

SP-3.A.5.e Illuminated Signs and Edgelight (B761) - Availability of illuminated signs and edge light is scheduled within (()) calendar days after the effective date of Notice-to-Proceed.

SP-3.A.5.f Ventilation Equipment (B740) - Availability of concrete imbedded frames is scheduled for (()) calendar days after the effective date of Notice-to-Proceed. Equipment availability is scheduled for (()) calendar days after the effective date of Notice-to-Proceed.

SP-3.B COMPLETION - Commence performance of the Work upon the date specified in the formal Notice To Proceed issued to Contractor hereunder and shall furnish sufficient forces, facilities and Construction Plant, and shall work such hours, including extra shifts and overtime operations, so as to prosecute the Work to completion and release it to the Commission within (()) calendar days of the Notice To Proceed date.

((Insert milestones here))

SP-3.I The balance of the Work shall be completed and released to the Commission within (()) days after the effective Notice To Proceed.

SP-4 **PARCEL EASEMENTS AND ACCESS DURING CONSTRUCTION** - Real Estate will be made available as follows:

SP-4.A Parcel Easements - Subsurface easements

<u>PARCEL NUMBER AVAILABLE</u> <u>DATE</u>		<u>PARCEL NUMBER AVAILABLE</u> <u>DATE</u>	
B(())	((date))	B(())	((date))
B(())	((date))	B(())	((date))
B(())	((date))	B(())	((date))
B(())	((date))	B(())	((date))

SP-4.B Parcel Access During Construction

<u>PARCEL NUMBER AVAILABLE</u> <u>DATE</u>		<u>PARCEL NUMBER AVAILABLE</u> <u>DATE</u>	
B(())	((date))	B(())	((date))
B(())	((date))	B(())	((date))

SP-5 **NOTICE AND SERVICE THEREOF** - Any notice required or given by one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatever unless served in the following manner:

SP-5.A Notice shall be given to the Commission by personal delivery thereof to the Construction Manager or by depositing

the same in the United States Mail enclosed in a sealed envelope, registered and with postage prepaid, addressed to:

Los Angeles County Transportation Commission
818 West 7th Street, Suite 1100
Los Angeles, California 90017
Attention: Mr. Wilfred G. Sanchez, Jr.
Director of Contracts, RCC

SP-5.B Notice shall be given to the Contractor by personal delivery thereof to the Contractor or to its authorized representative at the site, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to the Legal Address of the Contractor, registered with postage prepaid.

SP-5.C Notice shall be given to the Surety, or any other person, by personal delivery to the Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to the Surety or other person at the address last communicated thereby to the party giving the notice, registered with postage prepaid.

SP-6. SPECIALTY ITEMS - The Contractor shall perform, with its own organization, Contract work amounting to at least () percent of the Contract Price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount of work required to be performed by the Contractor with its own organization.

SP-6. ((There is no Work considered a "Specialty Item" in this Contract.))

SP-7 DBE SUBCONTRACTOR PARTICIPATION PERCENTAGE - Contractor shall ensure all Disadvantaged Business Enterprise (DBE) requirements as required by the Contract Compliance Manual Part - E have been met, and acknowledges that DBE participation goal for this project is () percent.

SP-8 CLASSIFICATION OF CONTRACTOR'S LICENSES

SP-8.A In accordance with Senate Bill - 223, Contractor must possess the following licenses prior to award of a contract: ((Describe the required license classification.))

SP-8.B Installation of Fire Protection systems shall be done by a licensed Class C-16, Fire Protection Contractor.

SP-9 CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

SP-9.A CONTACT WITH NEWS MEDIA - The Contractor will not respond to inquiries from the news media, but shall refer questions to the Construction Manager's Resident Engineer.

SP-9.B COORDINATING WITH THE PUBLIC - The Contractor shall designate a staff person to keep the Construction Manager's Resident Engineer informed of all impacts on the community resulting from construction. This designated staff person may be the project manager or the project engineer; there need not be a full time staff person responsible for this.

SP-9.C COMPLAINTS - If the Contractor receives a complaint from a citizen or the community, the Construction Manager's Resident Engineer shall be informed and advised what action has been taken to alleviate the situation. Further communication will be authorized by the Resident Engineer.

SP-9.D TOURS - If Commission Public Affairs staff plans to conduct a site tour of the construction area, the Commission Public Affairs Director will notify the Construction Manager's Resident Engineer in advance. The Construction Manager's Resident Engineer will coordinate with the Contractor and his staff.

SP-9.E NOTICES TO THE PUBLIC - Contractor shall provide construction information to the Resident Engineer to facilitate timely notices to the public regarding such activities as utility shutoffs, road closures, etc. The Resident Engineer will provide such information to the Commission's Public Affairs staff for dissemination to the public.

SP-10 DRAWINGS AND SPECIFICATIONS TO BE FURNISHED BY THE COMMISSION

SP-10.A. The Commission will furnish the following documents:

<u>DOCUMENT</u>	<u>QUANTITY</u>
Conformed Contract Drawings, full-size reproducible copy	((
Conformed Contract Specifications Book	((
Conformed half-size Contract Drawings	((
Construction Safety Manual	((
Construction Insurance Specifications	((
Contract Compliance Manual	((

SP-10.B. Additional copies of the Contract Drawings and Contract Specifications Books will be furnished upon reimbursement of the cost of printing and delivery.

SP-11 GAS CONDITIONS - CAL/OSHA has classified this Contract as "Gassy". CAL/OSHA's requirements for the classification shall be maintained until directed otherwise by the Commission or its designee.

SP-12 DISCOVERY OF ASBESTOS OR HAZARDOUS MATERIALS

SP-12.A. In the event Contractor, during the performance of the Work, encounters the presence of asbestos, including materials containing asbestos, or any other hazardous materi-

als, as recognized by the EPA, U.S. Department of Transportation, Department of Toxic Substance Control, California Department of Health Services, CAL/OSHA or the South Coast Air Quality Management District (SCAQMD), Contractor shall promptly take all emergency measures required by any laws and simultaneously notify the Commission or its designee. Contractor shall not perform any Work pertinent to the asbestos or the hazardous material prior to receipt of special instructions from the Commission or its designee except as may be required by law. Any delay in the progress of the Work as a result of encountering either asbestos or hazardous materials on the project shall be mitigated by the Contractor who, within 24 hours after notification to the Commission or its designee of encountering the presence of asbestos or hazardous materials, shall meet with the Commission or its designee and such federal, state and local authorities as may be involved, to replan the Work Area. The Commission or its designee will provide special instructions without delay upon approval by the EPA, U.S. Department of Transportation, California Department of Health Services, CAL/OSHA, SCAQMD and/ or other legal entities having jurisdiction in and over the Work. Payment for Work related to the encountering of hazardous materials during construction operations will be in accordance with General Conditions Article GC-46, CHANGES. Hazardous wastes resulting from the Contractor's maintenance operations shall be removed and disposed of at no additional cost to the Commission.

SP-12.B. Due to the proximity of the gasoline service stations along Vermont Avenue and Hollywood Boulevard, it is probable that some oil/gasoline contaminated soil and water will be encountered. Contractor shall comply with the provisions of the specifications for excavation, dewatering and disposal of such contaminated materials. The soil/water is contaminated in the area of Work inside Fireman's Fund Garage structure (3223 West 6th Street). Extent of contamination is not known but the Work shall be performed under "Gassy" classification.

SP-13 NIGHT-TIME AND SUNDAY CONSTRUCTION - The Commission has obtained a variance from the Board of Police Commissioners for night-time and Sunday construction for this Contract. The Contractor may schedule night-time and Sunday Work within the guide lines and under the requirements of this variance.

SP-13.A Work performed at night shall comply with the provisions of the variance to Section 41.40 of the Los Angeles Municipal Code.

SP-13.B Work performed on Sundays shall comply with the provisions of the variance to Section 41.40 of the Los Angeles Municipal Code.

SP-14 CONSULTANTS

SP-14.A The "Engineer" also referred to as the "General Engineering Consultant" or "GEC" retained by the Commission to provide engineering services for the Project is Metro Rail Transit Consultants a joint venture composed of the firms of Daniel, Mann, Johnson, & Mendenhall (DMJM); Parsons Brinckerhoff Quade & Douglas, Inc. (PBQD); ICF Kaiser Engineers (California) Corporation (ICFK); and Harry Weese & Associates Ltd. (HWA), doing business as "Metro Rail Transit Consultants" and its successors, if any, acting directly or through properly authorized agents within the scope of the particular duties delegated to them.

SP-14.B Construction Manager - Construction Manager (CM) - The Joint Venture of the Ralph M. Parsons Company, DeLeuw, Cather & Company and Dillingham Construction, N.A., Inc. doing business, as Parsons-Dillingham engaged by the Commission as the Construction Manager, and its successors, if any, acting directly or through properly authorized agents within the scope of the particular duties delegated to them by the Commission. Delegation of authority to the CM shall be as provided in General Conditions Article GC-4, **POWERS TO BE EXECUTED BY THE CONTRACTING OFFICER AND THE CONSTRUCTION MANAGER.**

SP-15. **SAFETY AWARENESS PROGRAM** - In addition to the requirements of the CONSTRUCTION SAFETY provisions of the General Conditions and Part K, construction Safety Manual of the Contract Documents and in a concerted effort to promote Safety Awareness during construction of this project, the Commission has developed a Safety Awareness Program (SAP) the objective of which is to reduce the number of claims against Workers' Compensation Insurance.

SP-15.A As an incentive to the Contractor to assist the Commission in reducing costs, the Commission will share the reduction in the cost of Workers' Compensation Insurance if the contract's cumulative lost time injury/illness incidence rate (INCIDENCE RATE) for this Contract, as determined by California Department of Industrial Relations, Division of Labor Statistics and Research, computing method, except as noted below, is reduced to a level below the TARGET INCIDENCE RATE specified in Paragraph B, below. The INCIDENCE RATE is calculated in accordance with the following:

$$\text{Calculation: } \frac{N \times 200,000}{MH}$$

Where: N = Number of lost time injuries and/or illnesses.

MH = Total hours worked by all onsite construction employees for this Contract.

200,000 = Equivalent to the number of manhours worked by 100 fulltime employees at 40 hours per week/50 weeks per year.

Fatalities = Five lost time injuries and/or illnesses.

PART C - SPECIAL PROVISIONS

The cost reduction benefit will be shared with the Contractor in the amount of five percent of the INCENTIVE VALUE, Specified in Paragraph B for each full decimal fraction (0.1) that the INCIDENCE RATE is reduced below the TARGET INCIDENCE RATE specified in Paragraph B to a maximum amount of the INCENTIVE VALUE, payable to the Contractor for an incidence rate of 2.0 lower than the TARGET INCIDENCE RATE or less.

SP-15.B Contract price at the time of award will be utilized to establish the INCENTIVE VALUE of one percent of the Contract award price subject to a maximum value of \$500,000.00. Final computation for determining the INCIDENCE RATE for the Contract will be accomplished as of the date of final substantial completion. The Contract TARGET INCIDENCE RATE and INCENTIVE VALUE are as follows:

INCIDENCE RATE: 7.4
 INCENTIVE VALUE: \$500,000.00 maximum.

SP-15.C As a further incentive to the Contractor to assist the Commission in the above described Safety Awareness Program, the Contractor will share in the cost for such Workers' Compensation Insurance coverage if the cumulative INCIDENCE RATE upon completion of this Contract, as determined by the computing method specified above, is increased to a level above the TARGET INCIDENCE RATE specified. The Contractor shall be charged in the amount of five percent of the INCENTIVE VALUE for each full decimal fraction (0.1) that the INCIDENCE RATE is increased above the TARGET INCIDENCE RATE specified to a maximum amount of the INCENTIVE VALUE, payable to the Commission for an incidence rate of 2.0 higher than the INCIDENCE RATE or more.

SP-15.D Notwithstanding the requirements of the PAYMENTS TO CONTRACTOR and WITHHOLDING OF FUNDS provisions of the General Conditions, monies due the Contractor for effective participation in this Safety Awareness Program will be made in a lump sum payment from the Safety Awareness Program Fund item contained in the CONTRACT PRICES - PAY ITEMS in accordance with Paragraph A above. However, if it appears the Contractor may exceed the specified TARGET INCIDENCE RATE for this Contract, additional funds will be withheld from monthly payments due the Contractor as may be necessary to satisfy any liability of the Contractor for the amount calculated in Paragraph C above. Retainage is calculated by the following formula:

$$R = C \times \frac{(L - P)}{V}$$

Where: R = Retainage
 C = Current payment
 L = SAP liability in dollars
 P = Previous SAP retainage in dollars
 V = Contract value remaining as of previous estimate in dollars.

PART C - SPECIAL PROVISIONS

SP-22 DISPUTES REVIEW BOARD**SP-22.A Introduction**

SP-22.A.1 A Disputes Review Board (Board) shall be established to assist in the resolution of disputes and claims arising out of the work of this Contract.

SP-22.A.2 This Article describes the purpose, function, and key features of the Disputes Review Board. Appended to this Article is a Three Party Agreement for creation of the Board.

SP-22.A.3 The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of disputes, claims, and controversies between the Commission and the Contractor.

SP-22.A.4 The Commission or the Contractor must not default on their normal responsibility to amicably and fairly settle their differences in accordance with General Conditions Article GC-51, **SUBMITTAL OF CLAIMS**. The Board may not hear any claim unless the provisions of General Conditions Article GC-51, **SUBMITTAL OF CLAIMS**, have been adhered to by all parties. Furthermore, all claims must be appealed to and receive a written recommendation from the Board prior to any party having the right to file suit in a court of competent jurisdiction.

SP-22.A.5 In short, the Board shall be used only when normal Commission-Contractor dispute resolution is unsuccessful, but in all cases, prior to the filing of litigation by either party.

SP-22.A.6 The recommendations of the Disputes Review Board shall not be binding on either the Commission or the Contractor. The decision of the Commission following any Board recommendation is final and binding unless the Contractor files suit within twenty-one days in a court of competent jurisdiction.

SP-22.A.7 The Board shall fairly and impartially consider disputes referred to it and shall provide written recommendations, to the Commission and Contractor, to assist in the resolution of these disputes.

SP-22.A.8 For purposes of these provisions, the Commission may appoint the CM as its authorized representative. However, the Commission retains the right to review the recommendations and to attend and participate at Board meetings and hearings, but not to attend private Board deliberations.

SP-22.B Continuance of Work During Dispute - At all times during the course of the dispute resolution process, the Con-

tractor shall continue to work as directed by the Commission, in a diligent manner and without delay, and shall be governed by all applicable provisions of the Contract. Records of the work shall be kept in sufficient detail to enable payment in accordance with General Conditions Article GC-46, CHANGES, if this should become necessary.

SP-22.C Membership

SP-22.C.1 The Disputes Review Board shall consist of one member selected by the Commission and approved by the Contractor, one member selected by the Contractor and approved by the Commission, and a third member selected by the first two members and approved by both the Commission and the Contractor. Normally, the third member will act as Chairman for all Board activities.

SP-22.C.2 All Disputes Review Board members shall be experienced with the type of construction involved in this Project and experienced in the interpretation of contract documents. The goal in selecting the third member is to complement the experience of the first two, thus furnishing technical expertise which will facilitate the Board's operations.

SP-22.C.3 It is imperative that Board members be partial to neither the Contractor nor the Commission, nor have any conflict of interest.

SP-22.C.4 The criteria and limitations for membership shall be as follows:

SP-22.C.4.a No member shall have an ownership interest in any party to the Contract, or a financial interest in the Contract, except for payment for services on the Disputes Review Board.

SP-22.C.4.b Except for fee-based consulting services on other projects, or as a member of a previous Disputes Review Board no member shall ever have been employed by either party.

SP-22.C.4.c No member shall have had prior involvement in the Metro Red Line, Rail Transit Project, of a nature which could compromise his/her ability to impartially resolve disputes.

SP-22.C.4.d No member shall be employed by any party to the Contract during the life of the Contract, except as a Disputes Review Board member.

SP-22.C.4.e During the life of the Contract, no discussion of or agreement for employment after the Contract is completed shall be made between any Disputes Review Board member and any party to the Contract.

SP-22.C.5 Before their appointments are made, the first two prospective members shall submit complete disclosure statements. Each statement shall include a resume of experience and a declaration describing all past, present, and anticipated or planned future relationships with all parties involved in this construction Contract and any other Construction Contract on the Metro Red Line, Rail Transit Project. The third Board member shall supply such a statement to the first two board members, the Commission and the Contractor before his appointment is finalized.

SP-22.C.6 The Commission and the Contractor shall each select and negotiate the agreement with their respective member within the first four weeks after award of the Contract. The Commission and Contractor will immediately notify their members to begin selection of the third member. The first two members shall ensure that the third member meets all the criteria listed above. The third member shall be selected within four weeks after the first two members are notified to proceed with the selection of the third member. In the event of an impasse in the selection of the third member, that member shall be selected from among the nominees considered by the first two members, by mutual agreement between the Commission and the Contractor.

SP-22.C.7 The Commission, the Contractor, and all three members of the Disputes Review Board shall execute the Disputes Review Board Three Party Agreement within four weeks after the selection of the third member. (See Appendix A)

SP-22.C.8 In the event that any member of the Disputes Review Board is unable to continue participation on the Board, a replacement member shall be selected in the same manner as the member requiring replacement.

SP-22.D Operation

SP-22.D.1 The Disputes Review Board shall formulate its own rules of operation. It is not desirable to adopt hard and fast rules for the functioning of the Board. The entire procedure shall be kept flexible to adapt to changing situations. The Board shall initiate, with the Commission's, and the Contractor's concurrence, new rules, or modifications to old ones, whenever this is deemed appropriate.

SP-22.D.2 To keep abreast of construction developments and progress, the members will be informed of construction activity with regular written progress reports and other relevant data from the Commission. The Board shall visit the jobsite at regular intervals and/or at times of critical construction events and meet with representatives of the Commission and the Contractor. The frequency and

scheduling of these visits shall be as agreed among the Commission, the Contractor, and the Board, depending on the progress and nature of the Work.

SP-22.D.3 Regular meetings shall be held at the job site. These meetings shall be held as often as agreed necessary to keep abreast of the work. Meetings may be canceled due to a lack of construction progress which would make meetings unproductive. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the Contract. The round table discussion shall be attended by selected personnel from the Commission, the CM, and the Contractor. Agenda for regular meetings of the Disputes Review Board shall generally include, but not be limited to, the following:

SP-22.D.3.a Meeting opened by the Chairman of the Disputes Review Board.

SP-22.D.3.b Opening Remarks by the Commission.

SP-22.D.3.c A description by the Contractor of:

SP-22.D.3.c(1) work accomplished since the last meeting;

SP-22.D.3.c(2) current status of the work schedule;

SP-22.D.3.c(3) schedule for the future;

SP-22.D.3.c(4) potential problems;

SP-22.D.3.c(5) proposed solutions for these problems;

SP-22.D.3.c(6) disputes appealed to the Board under **SP-22.E.1.a**.

SP-22.D.3.d Discussion by the CM of:

SP-22.D.3.d(1) work schedule as he views it;

SP-22.D.3.d(2) disputes appealed to the Board under **SP-22.E.1.a**;

SP-22.D.3.d(3) potential new disputes or claims;

SP-22.D.3.d(4) status of past disputes or claims.

SP-22.D.4 The CM will prepare minutes of all regular meetings and circulate them for comments, revisions, and/or approval of all concerned. Records of all meetings shall be filed in accordance with Project records management procedures.

SP-22.D.5 The field inspection will cover all active segments of the Work. The Board shall be accompanied by representatives of both the CM and Contractor. Seeking the Board members' advice or consultation is expressly prohibited.

SP-22.E Procedure and Schedule for Disputes Resolution

SP-22.E.1 Disputes shall be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps shall be omitted as agreed by both parties and the time periods stated below may be shortened to hasten resolution.

SP-22.E.1.a If the Contractor objects to any decision, action, or order made by the Commission in accordance with General Conditions Article **GC-51, SUBMITTAL OF CLAIMS**, the Contractor may appeal to the Disputes Review Board. The Contractor shall, within ten days after receiving the Commission's decision, submit the matter to the Disputes Review Board in writing including documents and other information the Contractor believes necessary to substantiate his claim. Failure of the Contractor to submit the matter to the Disputes Review Board within the time specified shall be construed as Contractor's acceptance and agreement with the Commission's decision.

SP-22.E.1.b When a dispute is appealed to the Board, by either the Contractor or the Commission, the Board by majority vote shall first decide when to conduct the hearing. If the matter is not urgent, it may be scheduled for the time of the next regular Board meeting. For an urgent matter, the Board shall meet at its earliest convenience.

SP-22.E.1.c The Contractor and the Commission shall each be afforded an opportunity to be heard by the Board and to offer evidence. Detailed procedures are given in Sub-Article **SP-22.F**. The Board's recommendations for resolution of the dispute will be given in writing, to both the CM and the Contractor, within two weeks of completion of the hearings.

SP-22.E.1.d Within two weeks of receiving the Board's recommendations, both the Commission and the Contractor shall respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of either party to respond within the two week period shall be deemed an acceptance of the Board's recommendations. If the Commission and the Contractor are able to resolve their dispute with the aid of the Board's recommendations, the CM will promptly recommend any required Contract

changes to the Commission. If the Commission accepts the recommendation of the CM, the Commission shall promptly process a change order.

SP-22.E.1.e Should the Contractor, and/or the Commission not accept the recommendation of the Board and the dispute remains unresolved, the Commission or Contractor may then appeal the decision back to the Board or a notice of intent to litigate may be given within twenty-one days of receiving the Board's decision. If the Commission or the Contractor does not respond in a timely manner, the decision of the Board will be final and binding.

SP-22.E.2 Although the Commission, and the Contractor should place great weight on the Disputes Review Board recommendations, they are not binding. If the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority records, will be admissible as evidence in any subsequent litigation proceedings.

SP-22.F Conduct of Hearing

SP-22.F.1 The Board may request that written documentation and arguments from both parties be sent to each member for study before the hearing begins.

SP-22.F.2 Normally the hearing will be conducted at the job site. However, any location that would be more convenient and still provide all required facilities and access to necessary documentation is satisfactory. Private sessions of the Board may be held at a location other than the job site.

SP-22.F.3 The Chairman will preside at the hearing, or he may appoint one of the other members. The Board will keep detailed minutes of its sessions during the hearing of a dispute and file such records in accordance with the Project's records management procedures. It is desirable to keep the hearings as informal as possible.

SP-22.F.4 The Commission and the Contractor shall have representatives at all hearings. The Contractor will discuss the dispute, followed by the Commission. Each party will then be allowed one or more rebuttals until all aspects are fully covered. The Board members may ask questions, request clarification, or ask for additional data. In large or complex cases, additional hearings may be necessary to consider and fully understand all the evidence presented by both parties.

SP-22.F.5 During the site visits, regular meetings, or hearings, no Board member shall express any opinion con-

cerning the merit or lack of merit of any facet of the case.

SP-22.F.6 After the hearings are concluded, the Board shall meet in private to formulate recommendations supported by two or more members. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential within the board. The Board's recommendations, together with discussion of its reasoning, shall be submitted as a written report to both parties. The recommendations shall be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

SP-22.F.7 The Board shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member may prepare a written minority report for submission to both parties.

SP-22.G Compensation

SP-22.G.1 Fees and expenses of all three members of the Board shall be shared equally by the Commission and the Contractor. However, during board meetings, the Commission will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services.

SP-22.G.2 The Contractor shall pay the invoices of all Board members after approval by both parties. The Contractor will then bill the Commission for 50 percent of such invoices.

END OF SPECIAL PROVISIONS



APPENDIX A**DISPUTES REVIEW BOARD THREE PARTY AGREEMENT**
(to be executed after award of Contract)**METRO RED LINE RAIL TRANSIT PROJECT****CONTRACT B281**

THIS THREE PARTY AGREEMENT, made and entered into this _____ day of _____, 19____, between:

The Los Angeles County Transportation Commission, hereinafter called the "Commission", and (Contractor) _____, hereinafter called the "Contractor", and the Disputes Review Board, hereinafter called the "Board", and consisting of three members, _____, _____, and _____.

WITNESSETH, that

WHEREAS, the Commission is now engaged in the construction of the Metro Red Line, Rail Transit Project; and

WHEREAS, Construction Contract B281 provides for the establishment and operation of a Board to assist in resolving disputes and claims; and

WHEREAS, the Board is composed of three members, one selected by the Commission, one selected by the Contractor, and the third party member selected by these two;

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I**DESCRIPTION OF WORK**

In order to assist in the resolution of disputes and claims between the Commission and the Contractor, the Commission has provided in Contract B281 for the establishment of a Disputes Review Board. The intent of the Board is to fairly and impartially consider the disputes placed before it and to provide written recommendations, to both the Commission and Contractor, for resolution of these disputes. The members of this Board shall perform the services necessary to participate in the Board's actions in accordance with the scope of work. The Commission may, at its discretion, delegate its responsibility and authority under this Agreement to its Construction Manager (CM).

II

SCOPE OF WORK

The scope of work of the Board includes, but is not limited to, the following items of work.

A. Construction Site Visits

The Board members shall visit the Project site periodically to keep abreast of construction activities and to develop a familiarity with the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed upon among the Board, the Commission, and the Contractor.

In the case of an alleged differing site condition, or construction problem, it will be advantageous, but not absolutely necessary for the Board to personally view such conditions. Photographs and descriptions of these conditions, by both parties, will suffice, if viewing by the Board would cause delay to the Project.

B. Establish Procedures

During its first meeting at the job site, the Board shall, with the agreement of all parties, establish procedures for the conduct of its routine site visits and its hearings for consideration of disputes and claims.

C. Recommend Settlement of Disputes

Upon receipt by the Board of a written appeal of a dispute, either from the Contractor or the Commission, the Board shall convene a hearing to review and consider the dispute. Both the Commission and the Contractor shall be given the opportunity to present their evidence at these hearings. Both the Commission and the Contractor are encouraged to provide exhibits, calculations, and any other pertinent material to the Board for review prior to the hearing. All such material shall be given in the same form and content to all parties to this Agreement.

It is expressly understood that all Board members are to act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by the Commission or the Contractor, and that the recommendations concerning any such dispute are advisory and not binding.

The Board recommendations shall be based on the pertinent Contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall be furnished in writing to the Commission and the Contractor.

D. Member Replacement

Should the need arise to appoint a replacement Board member, the replacement member shall be appointed in the same manner as the original member was appointed. The selection of a replacement Board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within four weeks. This Agreement will be amended to indicate change in Board membership.

III

BOARD RESPONSIBILITIES

The Board is organized to recommend settlements for major disputes between the Commission and the Contractor arising from the construction contract and for which settlement of differences has not been resolved at the job level. Primarily, the Board will consider matters involving interpretation of the Contract Documents, delays, acceleration of the work scheduling, extra work, differing site conditions, design changes, and the like.

The Board and its individual members shall refrain from giving any advice to either party on conduct of the work or resolution of problems other than disputes referred to the Board as herein provided.

IV

CONTRACTOR RESPONSIBILITY

The Contractor with assistance by the Commission, shall furnish each Board member one copy of all documents it might have, other than those furnished by the Commission, which are pertinent to the performance of the Board.

The Contractor shall not solicit advice or consultation from the Board or its members on matters dealing with the conduct of the work or resolution of problems other than disputes referred to the Board as herein provided.

V

COMMISSION'S RESPONSIBILITY

The Commission shall furnish the following:

A. Contract Related Documents

The Commission, with assistance by the CM, shall furnish each Board member one copy of all Contract Documents, including, but not limited to, the Specifications, Plans, all Addenda to the Specifications and Plans, geotechnical design summary report, progress schedule and updates, weekly progress reports, and other documents pertinent to the performance of the Contract and necessary to the Board'S work.

B. Coordination

The Commission, with assistance by the CM, will, in cooperation with the Contractor, coordinate the operations of the Board.

C. Services

The Commission, with assistance by the CM, will arrange for or provide conference facilities at or near the site, and provide secretarial and copying services for the Board meetings.

The Commission and the CM will not solicit advice or consultation from the Board or its members on matters dealing with the conduct of the work or resolution of problems other than disputes referred to the Board as herein provided.

VI

TIME FOR BEGINNING AND COMPLETION

The Board is to be in operation throughout the duration of the construction contract. It shall begin operation upon written authorization of the Commission following execution of this Agreement, and shall terminate upon completion of the construction contract, after final payment has been made.

With the exception of choosing a third member by the first two members, the Board members shall not begin any work under the terms of this Agreement until authorized in writing by the Commission.

VII

PAYMENT

Fees and expenses invoiced by the Board members shall be paid by the Contractor who will invoice the Commission for 50 percent of Board payments made. Payments shall be full compensation for work performed and services rendered, and for all materials, supplies, and incidentals necessary to serve on the Board.

A. Payment for Services and Expenses

Payment for services of the Commission-appointed and Contractor-appointed members of the Board will be at the rates agreed to between the Commission and the Contractor and their respective appointed Board members. Changes in the billing rates are subject to agreement between the Commission and the Contractor, and their respective appointed members.

Payment for services rendered by the third member of the Board will be paid at the rate agreed to between the Commission, the Contractor, and the third member. Changes in the billing rate are subject to agreement between the Commission, the Contractor, and the third member.

The first two members will be reimbursed for the time and expenses for choosing the third member.

Direct, non-salary expenses will be reimbursed at the actual cost to the Board member. These expenses may include, but are not limited to, automobile mileage (at the standard FAR rate in effect at the time the trip is taken), parking, travel expenses from the Board member's point of origin to the initial point of arrival, automobile rental, food and lodging, printing, long distance telephone, postage, and courier delivery. Air travel cost shall not exceed economy class fare. Billing for these expenses shall include an itemized listing supported by copies of the original bills, invoices, expense accounts, and miscellaneous supporting data.

B. Payments

Each Board member may submit invoices to the Contractor for payment for work completed not more often than once per month during the progress of work. Such invoices shall be in a format approved by the Commission and Contractor, and accompanied by a general description of activities performed during this period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the Board member together with direct, non-salary expenses. Satisfactorily submitted invoices shall be paid by the Contractor within 30 calendar days of receipt.

C. Inspection of Cost Records

The Board members shall keep available, for inspection by representatives of the Commission or Contractor for a period of three years after final payment, the cost records and accounts pertaining to this Agreement.

VIII

ASSIGNMENT

Board members shall not assign any of the work of this Agreement.

IX

TERMINATION OF AGREEMENT

This Agreement may be terminated at any time by mutual agreement between the Commission and the Contractor upon not less than four weeks written notice to the other parties.

Board members may withdraw from the Board by providing such notice. Board members may be terminated for cause only by their original appointer; only the Commission may terminate the Commission-appointed member, only the Contractor may terminate the Contractor-appointed member, however, the third member may be terminated if the first two members agree to terminate the third or if the Commission and its appointee agree to terminate or the Contractor and its appointee agree to terminate.

X

LEGAL RELATIONS

The parties hereto mutually understand and agree that each Board member, in the performance of his duties on the Board, is acting in the capacity of an independent Contractor and not as an employee of either the Commission or the Contractor or the CM.

The Board members are absolved of any personal or professional liability arising from the activities and recommendations of the Board.

XI

DISPUTES REGARDING THIS THREE-PARTY AGREEMENT

Any dispute among the parties hereto, arising out of the work or other items of this Agreement, which cannot be resolved by negotiation and mutual concurrence between the parties, shall be referred to a court of competent jurisdiction of the State of California, as provided in Section XII following.

XII

VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in a court of competent jurisdiction of the State of California. The parties hereby agree that all questions shall be resolved by application of State of California law and that the parties to such action shall have the right to appeal from such decisions of a court of competent jurisdiction in accordance with the laws of the State of California. The Board members hereby consent to the personal jurisdiction of a court of competent jurisdiction of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD MEMBER

By: _____

BOARD MEMBER

By: _____

BOARD MEMBER

By: _____

CONTRACTOR

By: _____

Title: _____

COMMISSION

By: _____

Title: _____



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PART D

COMPENSATION AND PAYMENT PROVISIONS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281



LOS ANGELES COUNTY TRANSPORTATION COMMISSION

PART D - COMPENSATION AND PAYMENT PROVISIONS

LUMP SUM/UNIT PRICE

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END OF TABLE OF CONTENTS - PART D



LOS ANGELES COUNTY TRANSPORTATION COMMISSION

PART D - COMPENSATION AND PAYMENT PROVISIONS

LUMP/SUM UNIT PRICE

CP-1 COMPENSATION

In accordance with the provisions of the Contract to which this Part "D" is attached, the Commission shall pay to Contractor the Contract Price set forth below as compensation in full for performance of the Work, for all responsibilities and obligations of Contractor under this Contract, for all loss or damage arising out of the performance of the Work, and for all risks of every description connected with the Work, except as may be otherwise expressly provided in this Contract.

The Total Estimated Contract Price shall be: _____

(in words) _____ DOLLARS

(\$ _____).
(in figures)

CP-2 PRICE SCHEDULE

The Contract Price shall be paid to Contractor in accordance with the following Price Schedule. Disbursement of the pay items within the contract price schedule will be in accordance with General Conditions Article GC-41, **PROGRESS PAYMENTS:**

[The SCHEDULE OF PRICES AND QUANTITIES (Section PF-2, **Schedule of Quantities and Prices**, Pages 1 through []) from the selected Bid will be inserted at the time of award.]



CP-3 INVOICING

Costs shall be paid to Contractor on the basis of invoices as the Work proceeds. Such invoices shall be prepared by Contractor in the form and manner requested by Commission and shall be submitted to Commission on a monthly basis or as otherwise directed by Commission. Each such invoice shall set forth all costs incurred by Contractor not previously invoiced and shall reference the Contract Number. Invoicing of Contractor's costs shall be kept current at all times.

Within thirty (30) days after receipt of each such proper Contractor's invoice, the Commission shall pay to Contractor the invoiced amount of Contractor's costs set forth therein for which payment has not previously been made, less the retained amount, and as required by General Conditions Article **GC-41, PROGRESS PAYMENTS**; provided that in the event the Commission should object to any item or statement contained in any invoice, or to the sufficiency of the vouchers or other documents submitted in support thereof, the Commission shall be entitled to withhold that portion of the invoiced amount to which the Commission objects, from the payment of the balance of the invoice, or from payment of any subsequent invoice. The Commission shall promptly notify Contractor thereof, and shall pay Contractor any remaining invoice amount which is due and payable to Contractor. The retention shall be invoiced to the Commission upon final acceptance of the Work by Commission.

Original Invoices and two (2) copies shall be submitted to the designated Resident Engineer.

CP-4 MANNER OF PAYMENT

The Contract price shall be paid to the Contractor by the Commission and shall be transmitted to the following address:

Mail Funds to:



CP-5 ACCOUNTING OF COSTS AND AUDIT RIGHT

Contractor shall keep and maintain, and shall cause its subcontractors and outside consultants to keep and maintain, books, records, accounts and other documents (hereinafter collectively referred to as "records") sufficient to accurately and completely reflect all Recoverable Costs incurred pursuant to this Contract and any other costs which are the basis of claim by Contractor hereunder. Such records shall include receipts, memoranda, vouchers, and accounts of every kind and nature pertaining to the performance of the Work, as well as complete summaries and reports setting forth all reimbursable manhours expended, payroll incurred and monthly salary and hourly rate of each and every employee whose payroll costs constitute Recoverable Costs hereunder. All such records shall be kept in a form and manner satisfactory to the Commission and in accordance with a system of accounting acceptable to the Commission.

The Commission, its representatives and any firm of auditors appointed by the Commission shall have access, upon reasonable advance notice in writing, to all such records maintained by Contractor and its subcontractors and consultants, for the purpose of auditing and verifying Contractor's Recoverable Costs or any other costs claimed to be due and payable hereunder. The Commission shall have the right to reproduce any such records, and Contractor and its subcontractors and consultants shall keep and preserve all such records for a period of at least one (1) year from and after completion or termination of the Work.

Contractor shall include in all subcontracts, consulting agreements and similar agreements entered into by Contractor pursuant to the performance of the Work a provision to the effect that its subcontractors, consultant or other party shall observe and comply with all the obligations of Contractor under this Section in the same manner and to the same extent as Contractor.



CP-6 LIQUIDATED DAMAGES

Execution of the Contract shall constitute agreement by the Commission and Contractor, that a dollar amount per day is the minimum value of the costs and actual damages caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such may be deducted from payments due the Contractor or recovered directly from the Contractor if such delay occurs.

The elements of Liquidated Damages are set forth in General Conditions, Article **GC-37, LIQUIDATED DAMAGES**. The Liquidated Damages provision will be strictly enforced. However, the Contractor shall employ all efforts necessary to complete the Work within the Time of Completion specified in Articles **SP-5** and **SP-6**, and the Commission reserves all other remedies provided for in this Contract to ensure timely completion. Liquidated Damages for failure to complete the Work indicated in Paragraphs **SP-5** and **SP-6**, within the number of days indicated, the Contractor will be as follows:

- CP-6.A** For failure to complete the Work indicated in Paragraph **SP-6.A**, B610, Trackwork access, within the number of days indicated, the Contractor will be assessed the sum of \$((000.00)) per day as liquidated damages, for each day of delay, until completion.
- CP-6.B** For failure to complete the Work indicated in Paragraph **SP-6.B**, B631, Traction Power access, within the number of days indicated, the Contractor will be assessed the sum of \$((000.00)) per day as liquidated damages, for each day of delay, until completion.
- CP-6.C** For failure to complete the Work indicated in Paragraph **SP-6.C**, DWP Incoming Services Room, within the number of days indicated, the Contractor will be assessed the sum of \$((000.00)) per day as liquidated damages, for each day of delay, until completion.
- CP-6.D** For failure to complete the Work indicated in Paragraph **SP-6.D**, B710, Elevators and Escalator access, within the number of days indicated, the Contractor will be assessed the sum of \$((000.-00)) per day as liquidated damages, for each day of delay, until completion.
- CP-6.E** For failure to complete the Work indicated in Paragraph **SP-6.E**, B620, Train Control and B648, Communications access, within the number of days indicated, the Contractor will be assessed the

PART D - COMPENSATION AND PAYMENT PROVISIONS



sum of \$((000.00)) per day as liquidated damages, for each day of delay, until completion.

CP-6.F For failure to complete the Work indicated in Paragraph **SP-6.F**, Street Reopening, within the number of days indicated, the Contractor will be assessed the sum of \$((000.00)) per day as liquidated damages, for each day of delay, until completion.

CP-6.G For failure to complete the Work indicated in Paragraph **SP-5**, All Contract Work, within the number of days indicated, the Contractor will be assessed the sum of \$((000.00)) per day as liquidated damages, for each day of delay, until completion.

CP-6.H Maximum Liquidated Damages - The maximum liquidated damages for which the Contractor will be liable will be \$((000.00)) per day.

CP-7 CONFLICTS

In the event of a conflict between the language of Part "D", Compensation and Payment Provisions and that of Part "B", General Conditions, the language of the General Conditions shall prevail.

END OF PART D



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PART E

CONTRACT COMPLIANCE MANUAL

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

(UNDER SEPARATE COVER)



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PART F

CONSTRUCTION SAFETY MANUAL

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

(UNDER SEPARATE COVER)



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PART G

CONSTRUCTION INSURANCE SPECIFICATIONS

CONTRACT NO. B281
HOLLYWOOD/VINE STATION AND CROSSOVER

(UNDER SEPARATE COVER)



LOS ANGELES COUNTY TRANSPORTATION COMMISSION
METRO RED LINE RAIL TRANSIT PROJECT

PART H

CONTRACT DRAWINGS

HOLLYWOOD/VINE STATION AND CROSSOVER
CONTRACT NO. B281

(Under Separate Cover)





