

SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT

REQUEST FOR PROPOSAL

DEVELOPMENT AND IMPLEMENTATION
OF AN
OWNER-CONTROLLED
INSURANCE PROGRAM
FOR THE
METRO RAIL PROJECT

RFP #048406



KEY RFP DATES

ISSUED: MARCH 7, 1984
ADVERTISED: MARCH 9, 1984
PRE-PROPOSAL
CONFERENCE: MARCH 21, 1984
SUBMITTAL: APRIL 6, 1984

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**SOUTHERN CALIFORNIA
RAPID TRANSIT DISTRICT**

124 WEST 4TH STREET • LOS ANGELES, CALIFORNIA 90013 • (213) 972-6150

March 7, 1984

REQUEST FOR PROPOSAL

RFP NUMBER 048406

FOR AN OWNER-CONTROLLED INSURANCE PROGRAM

FOR THE METRO RAIL PROJECT

To Whom It May Concern:

The Southern California Rapid Transit District (District) transmits herewith a Request for Proposal (RFP) for an Owner-Controlled Insurance Program for the Metro Rail Project. Firms interested in proposing for this work must submit twenty copies of their proposal to the District by 4:00 P.M., April 6, 1984.

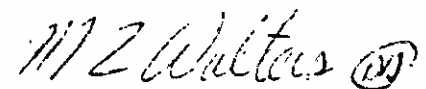
On February 23, 1983, the District Board of Directors rejected all responses to the previously issued RFP for an OCIP, RFP No. 118330, and directed issuance of a new RFP. Therefore, this RFP is to be treated as an entirely new procurement, and no proposals previously submitted in response to RFP No. 118330 shall be valid as responses to this RFP. To be considered, you must submit an entirely new proposal.

A Pre-Proposal Conference will be held on March 21, 1984 at 9:00 A.M. in the Board Meeting Room at the District's Offices at 425 South Main Street in Los Angeles. At this conference, questions from proposers will be answered, and clarifications will be made, if necessary. The questions answered first will be those previously submitted in writing to the District; only after the written questions are covered will the meeting be opened to questions from the floor, time permitting. Therefore, to ensure that your questions receive thoughtful and adequate treatment, please submit them not later than Wednesday, March 15, 1984 to the following address:

Director, Office of Contracts, Procurement and Materiel
Southern California Rapid Transit District
124 West 4th Street
Los Angeles, California 90013

Attn: Robert Sechler
Contract Administrator, RFP #048406

Sincerely,



Maynard Z. Walters, Director
Office of Contracts,
Procurement and Materiel

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1.0 GENERAL INFORMATION

1.1 Introduction

This Request for Proposal (RFP) is being issued by the Southern California Rapid Transit District (District) to obtain professional services from a single entity or joint venture to develop and administer an Owner-Controlled Insurance Program (OCIP) for the Metro Rail Project.

1.2 Background

The Metro Rail Project (Project) is an 18.6 mile rapid transit subway line from downtown Los Angeles through the Wilshire District, Fairfax, and Hollywood to North Hollywood, an area known as the "Regional Core", which contains the highest residential and employment densities in Southern California. It will be the first rail rapid transit line ever built in the Los Angeles region, and will be the initial segment of a 150-mile rail network to be developed over the next 50 years. Work on the Project began in early 1977, with the start of the Alternatives Analysis Phase. To date, preliminary engineering has been completed to 30 percent of final design, and a "continuing preliminary engineering" (CPE) stage has commenced. CPE will be followed by final design and construction. Revenue service is scheduled to take place in 1990.

Maps of the Project, and a preliminary master design and construction schedule, are included in this package, respectively, as Attachments "A" and "B".

The subway will be built by two construction techniques. Most of the route will be tunnelled 50 to 150 feet below streets or private property, with a long section through the Santa Monica Mountains from Hollywood to Universal City. Boring machines will be used in tunnelled segments, except for that segment through the mountains, where blasting may be more effective in the rock.

At stations, and possibly some midstation segments where soil conditions do not favor tunneling, "cut and cover" construction will be employed. There, the street or ground surface will be opened and excavated to a depth sufficient to underpin utilities and to set the retaining structures in place. A temporary surface will be put over the excavation to permit a degree of vehicle and pedestrian movement while the subway structure is cast in place. Once the structure has been completed on the exterior, the excavation will be backfilled and a permanent surface restored.

Tunneling offers the lesser disruption to the surface environment and lower risk of property damage. A significantly larger amount of disruption and higher risk to surrounding buildings are associated with cut-and-cover construction.

Surface construction will occur at both ends of the line for storage and maintenance facilities, and at certain stations for head houses, parking lots and bus interchange.

Construction of the train storage yard and maintenance facility along the Los Angeles River will begin in June, 1984. Major construction which could disrupt traffic will be avoided until after the end of the 1984 Olympics.

1.3 Services Required

The Metro Rail Project will be a large scale public works program in Los Angeles, and will expose the District to a variety of design and construction-related risks which must be covered by appropriate insurance. The cost of the Project over the construction period (through 1990) is estimated at \$3.4 billion, of which \$2.2 billion will be spent on facilities construction. From the findings and recommendations of a consultant study of insurance needs and alternatives, the District has elected to institute an Owner-Controlled Insurance Program for the Project. Since the District does not have the internal staff to handle such a program, the services of an outside firm will be required. The firm, to be known as the "Insurance Administrator" (IA), will do the following:

1. Develop and manage a preconstruction survey program of existing conditions;
2. Design the total OCIP;
3. Market all required insurance coverages;
4. Assist the Construction Manager in the design of the project safety program, and then oversee that safety program;
5. Administer insurance placement and claims;
6. Perform bond packaging services for a disadvantaged, women, and small business enterprise bond guarantee program; and
7. Prepare monthly management reports on the OCIP for District review and use.

1.4 Method Of Proposal Evaluation

A Proposal Evaluation Committee (PEC) appointed by the General Manager of the District will evaluate the proposals for responsiveness and responsibility, and rate the proposals according to the criteria, and with the scoring model, described below. Responsive and responsible proposers will be invited to make oral presentations to the PEC prior to the rating of the proposals by the PEC. Dates and locations of such presentations shall be communicated in writing to the proposers. Proposers must be able to make presentations upon 7 days' notice.

1.5 Evaluation Criteria

The respondents to the RFP will be evaluated according to the following criteria:

1.5.1 Qualifications Of the Proposer

- a) Does the proposer have the required insurance expertise, with respect to:
 - o Insurance marketing,
 - o Claims administration,
 - o Financial management,
 - o Safety programs,
 - o Surveys and risk assessment; and
 - o Bond packaging?
- b) Does the respondent have past experience with major owner-controlled insurance programs?
- c) Has the respondent had relevant experience with major urban construction projects.
- d) Has the firm performed well for past and current clients.

1.5.2 Qualifications Of Key Personnel Proposed For District Work

- a) Does the proposed Project Director have demonstrated management ability in the administration of OCIP type programs for projects similar to Metro Rail?
- b) Are key personnel experienced in the administration of major owner-controlled insurance programs on subway projects or other large construction projects and multi-contractor safety programs?
- c) Do key personnel have demonstrated expertise in the areas set forth in 1.5.1(a) above?

1.5.3 Disadvantaged Business Enterprise/Women Business Enterprise Participation (DBE/WBE)

- a) Have DBE/WBE goals been met?
- b) Are DBE/WBE partners or subcontractors qualified in their proposed areas of participation, and will they perform meaningful and substantive functions in the work program?

The District has set a 12% goal for DBE and a 3% goal for WBE financial participation in the Contract. Proposers must understand that these percentages are separate goals, both of which must be met or adequate effort demonstrated to meet them if a proposer is to be considered responsible. The goals are to be based upon the total contract amount. In order that the District may determine if the goals have been met, or if sufficient effort has been made to meet them, a proposer must identify each DBE or WBE firm, and show its estimated percentage of financial participation in the technical proposal. If the goals have not been met, documentation of efforts to meet them must be submitted. The dollar amounts, however, are not to be revealed in the technical proposal.

Weighted equally with achievement of percentage goals, will be quality of DBE/WBE participation. The District will consider such factors as qualifications of firms and their staffs in proposed functional areas, relevance of their functions to the overall work effort and management/policymaking responsibilities. Proposals should contain resumes and describe functions and responsibilities in such a way as to establish a quality of participation consistent with national, state and District policy for maximizing opportunities for DBE and WBE firms to participate in public procurements.

Criteria for determining DBE/WBE status are as follows:

- A. "Disadvantaged Business" means a small business concern:
 - (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. "Small Business Concern" means a small business as defined pursuant to Section 3 of the small business act and relevant regulations promulgated pursuant thereto.
- C. "Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who are Black Americans, Hispanic Americans, Native Americans, asian-pacific americans, or asian-indian americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. the District shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged.
 - (1) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (2) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
 - (3) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (4) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Phillippines, Samoa, Guam, the U. S. Trust Territories of the Pacific, and the Northern Marianas;

- (5) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

The District also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are, in fact, socially and economically disadvantaged.

D. "Owned and Controlled" means a business:

- (1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals or women; and
- (2) Whose management and daily business operations are controlled by one or more such individuals.

DBE/WBE firms need not be certified by the District at the time of proposal submission, but must be certified at the time of contract award. For additional information on DBE/WBE certification, firms should contact:

Southern California Rapid Transit District
Office of Disadvantaged Business Enterprise
425 South Main Street
Los Angeles, California 90013

1.5.4 Technical Proposal and Management Plan

- a) Have all tasks in the work program (Section 2.3) been addressed? Is the proposed approach to each task comprehensive and appropriate?
- b) Is the organization of the management plan logical?
- c) Are program integration and control mechanisms adequate?
- d) Is there a clear line of authority from the Program Director to staff?
- e) Do procedures for interface among the District, insurance carriers, contractors and potential claimants appear logical and appropriate?
- f) If modifications to the work program are proposed, are they convincing?
- g) Do the overall technical proposal and management plan reflect a thorough understanding of the District's requirements?

1.5.5 Cost Proposals

Cost Proposals will be made available to the PEC only after the scoring of the technical proposals has been completed. Two separate cost proposals must be submitted. The first shall be for the first two years of the contract, during which, as stated in 1.7 below, compensation will be on a "cost-plus-fixed-fee" basis. The second shall be for the remainder of the construction period (1986-1990), and shall contain, to the extent possible, estimates of annual cost for administration of the insurance program for this period, and methods of payment other than cost-plus-fixed-fee (examples might be cost per claim or fixed monthly fee).

Criteria for evaluation of the cost proposals are the following:

- a) Are the cost proposals complete and adequately documented?
- b) Are the proposed costs and fees reasonable for the level of effort?

1.6 Scoring Model

The following scoring model will be used by the PEC to rate all responsive and responsible proposals received pursuant to this RFP:

<u>Evaluation Criterion</u>	<u>Numerical Rating (1 - 10)</u>	<u>Criterion Weight</u>	<u>Weighted Rating</u>
1. Qualifications of firm	()	2.0	()
2. Qualifications of key personnel	()	2.3	()
3. DBE/WBE participation	()	1.5	()
4. Technical Proposal and Management Plan	()	2.0	()
5. Cost Proposal (First 2 yrs)	()	<u>2.2</u>	<u>()</u>
TOTAL FOR RFP		10.0	_____

1.7 Selection and Negotiation of Contract

Based upon the written proposals and oral presentations, the PEC will rate the proposals using the above scoring model, and present its findings and recommendations to the General Manager. The General Manager shall submit a short list of the top-rated proposers to the Board of Directors (Board). The Rapid Transit Committee of the Board shall

interview each of the short-listed proposers and, based upon the evaluation criteria set forth in Section 1.5 hereof, make its recommendations to the full Board. The full Board shall make its selection and authorize the General Manager to negotiate a contract with the selected proposer. Contract award shall be made by the District Board of Directors only after negotiation of mutually satisfactory terms and conditions between the District and the selected firm. Negotiation for the District will be done by a Contract Negotiating Committee appointed by the Director, Office of Contracts, Procurement and Materiel.

It is the District's intention to award, for the first two years of Contract work, a cost-plus-fixed-fee contract, containing, substantively, all of the terms and conditions of the Draft Contract shown as Attachment "C". Subject to satisfactory performance of the firm, the contract will be renewed annually through completion of the Project. The cost-plus-fixed-fee payment method may be continued beyond the first two years, or it may be replaced by a fixed price payment method, should conditions of service become sufficiently predictable to justify this type of payment. Among the important contract conditions are the following:

1. The brokers fee and premiums for insurance coverage placed by the IA will be billed separately to the District net of commissions. If an insurance carrier is unwilling, or statutorily prohibited from selling commission-free policies, the value of the commissions can be deducted from the IA's fee.
2. Major actions by the IA on the District's behalf must be approved by the District. Major actions shall include, but not be limited to selection or change of insurance carriers and payment of large claims.
3. The District shall have the right of approval of all IA personnel assigned to Contract work.
4. The District shall have the right to request removal of IA personnel for unacceptable performance.
5. Any change in work distribution among sub-contractors which would adversely affect DBE/WBE goals must have prior District approval.
6. The IA's compensation shall be negotiated and shall not be based on the insurance premiums.

1.8 Insurance Requirements

Proposing firms and any joint venture partners and subcontractors, must give evidence in their proposals of ability to comply with the insurance requirements set forth in Article 9.0 of the Draft Contract. Such evidence shall take the form of a certificate of insurance, or a letter from an agent or insurance company stating that such insurance is carried, or can be obtained by all firms making up the proposal team.

1.9 District Rights and Options

The Board of Directors, the General Manager and/or the District's Director, Office of Contracts, Procurement, and Materiel, have the following rights and options in connection with this procurement of services:

1. To reject any or all of the proposals.
2. To issue subsequent requests for proposal.
3. To cancel the entire request for proposal.
4. To appoint alternate members of the PEC.
5. To remedy technical errors in the procurement process.
6. To approve or disapprove the use of particular subcontractors.
7. To establish a short list of proposers eligible for oral interviews after review of written proposals by the PEC and consideration of its recommendations.

This RFP does not commit the District to negotiate a contract, nor does it obligate the District to pay for costs incurred in preparation and submission of proposals in anticipation of a contract. The District reserves the right to contract with any one of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of that firm.

Proposers which are not selected for the contract work will be notified of such in writing only after award of a contract to the selected firm.

1.10 Authority to Commence Services

The firm which is awarded a contract may charge costs against the contract only after execution of the contract and issuance of a written "Notice to Proceed" by the District's Director, Office of Contracts, Procurement and Materiel.

2.0 SERVICES TO BE PERFORMED

2.1 Responsibilities of Parties

2.1.1 Firm's Responsibility

The selected firm shall furnish the necessary professional, technical and clerical personnel required to perform the services, and shall perform all tasks set forth in 2.3 below.

2.1.2 District Responsibility

The District shall provide guidelines for the work program, and shall assign a Program Manager to coordinate District work with that of the firm. All contacts with the District shall be made through this individual.

2.2 Description of OCIP

The OCIP shall be composed of the following five elements:

- o Insurance coverages,
- o Safety program,
- o Claims handling,
- o Bond Packaging, and
- o Financial management program

The IA shall design and administer the first four of the above elements, and will design a financial management program, under which the District shall be responsible for the investment of funds. Detailed descriptions of the elements follow:

2.2.1 Insurance Coverages

The following types of insurance will be carried for all construction, design and construction management firms involved in the Metro Rail Project:

- o Workers' compensation and employer's liability insurance for all construction contractors, architects and engineers;
- o Comprehensive general liability insurance, and automobile liability insurance for the above,
- o Builders' all-risk insurance,
- o Architects and engineers' professional liability insurance,
- o Surety bond program, and
- o Other miscellaneous coverages as required.

All Project construction contractors, subcontractors, general consultants, section designers, construction managers and, if appropriate, District staff involved in the Project are to be included in the OCIP. The District expects the construction participants to assume a first level of liability for losses (except Workers' Compensation) through a deductible; this deductible should be set at a level to encourage safe and secure work sites without causing unnecessarily harsh

financial burdens. The District will then assume a large, self-insured retention (SIR) of approximately \$500,000 per occurrence. All coverages should be in effect not later than April 1, 1984.

(a) Workers' Compensation

It is the opinion of several California insurance brokerage firms contacted that the group-retrospective-rating Workers' Compensation insurance approaches used in most other owner-controlled transit insurance programs are not applicable in California. A possible alternative is a "loss-responsive" dividend policy purchased by the District, and under which the District would benefit from any dividends declared.

(b) Comprehensive General Liability

Contractor deductibles for Comprehensive General Liability should be in the range of \$2,000 to \$5,000 per occurrence. The District will assume losses above that to a total of \$500,000 per occurrence. Excess insurance should be purchased to cover additional losses. Open-cut station construction work represents the largest exposure in this area.

(c) Builders' All-Risk Insurance

This coverage will have the same level of contractor deductibles and District self-insured retention as the Comprehensive General Liability. However, a higher excess, or "umbrella" insurance coverage, shall be obtained. All-risk insurance shall include floods, and may include earthquakes if the insurance market and the risks make it practicable.

(d) Engineers' Professional Liability

Engineers' Professional Liability Insurance for the Metro Rail Project shall cover all involved design professionals, with a range of approximately one-million dollars to seventy-five million dollars. It is assumed that design firms shall be able to cover up to the first million dollars of a potential loss through a combination of their own policies and deductibles. If, in fact, certain firms cannot themselves carry this level of risk, special provisions will have to be made to provide the necessary protection. This policy shall provide that its stated coverages will apply until the start of revenue service, and during a discovery period. The California Civil Code, (Title 2, Section 337.18.15) currently establishes discovery periods at 4 years for patent defects and 10 years for latent defects.

(e) Miscellaneous Coverages

During the course of construction, additional insurance coverage may be required. Railroad Protective or "Difference in Conditions" insurance are examples of coverages that may be added. The chosen IA should have the insurance expertise and marketing capabilities to include additional coverages of this type in the program.

The above-mentioned deductible and coverage limits are only estimates. Actual limits will be determined by the insurance market. The District will consider the IA's recommendations on the most cost-effective limits.

2.2.2 Safety Program

A project-wide safety program will be developed by the Construction Manager which identifies safety and emergency response planning, procedures, rules, responsibilities and other safety elements required for the construction and pre-operation phases of the Metro Rail project. It shall be the primary responsibility of the Insurance Administrator to review and concur with the Construction Manager's safety program. The IA will assure that the safety program is adequate to mitigate or limit the District's liability against preventable hazards, accidents, and potential illnesses related to the construction activities. This review shall include specific comments, recommendations for standardization, rigid enforcement of safety, safety training, inspection and other key elements of the safety program. Enforcement, however, will be primarily the task of the Construction Manager.

The IA will provide project surveillance for potentially dangerous conditions and advise the District on appropriate actions to be taken to resolve safety problems. The IA will establish a reporting system to keep District Safety representatives apprised of safety program status. The IA will also define the system by which accident and claims data will be interfaced and reported to District Safety Representatives. The IA shall also develop and administer a safety incentive program which meets District approval.

Although it is realized that most elements of the Safety Program, e.g., inspection, training, enforcement, etc., will be executed by both the Construction Manager and the Insurance Administrator to varying degrees, primary assignments must be established to ensure adequate control and responsibility. The chart shown as Attachment "E" provides a synopsis of key responsibilities for each entity.

2.2.3 Claims Handling

Claims handling for all levels of loss is to be centralized and supervised by the IA. A deliberate policy of claim payment shall be adopted that is both cost-effective to the District and fair to project participants and third parties. Prompt and fair resolution of claims will be required, and this policy will profit the District and the claimants. The IA must be especially mindful of community feelings in its handling of claims.

For claims which go to litigation, the IA will select a defense counsel, subject to District approval. A claims handling fee charged as a percentage of claim amount, although a method used in the insurance industry, cannot be used in the proposed services. The District, therefore, requests a "per claim" fee quotation for all claim administration. Claim administration shall include all investigation costs.

2.2.4 Financial Management

The District will expense claim values, as estimated by the I.A. as soon as possible after an event leading to a claim. While claims are being processed, a substantial reserve account will evolve. These monies shall be available for claim payout, while earning the maximum return for the District. This financial element is important for cost-effectiveness. The District will be responsible for the investment of the funds. The IA will provide a work plan for timely reporting on premium amounts, claim statistics, reserve accounts, investment profiles and cash flows related to the OCIP.

2.2.5 Surety Bond Program

The IA will provide the following services to disadvantaged and women-owned businesses ("DBE's" and "WBE's") who become subcontractors to prime construction contractors on the Metro Rail Project, and who are certified as eligible DBE's and WBE's by the District's Equal Opportunity Department:

- o Bond packaging, including surety referrals and processing of bond guarantee documents.
- o Working capital loan packaging assistance to firms bonded under the guarantee reserve.
- o Administration of joint checking accounts with firms bonded under the guarantee reserve.
- o Business management counseling to firms bonded under the guarantee reserve.

The District will provide the bond guarantee reserve account, procedures to be utilized by the IA in accessing this account, and the source, or sources, of unsecured working capital to be made available under this program.

Although the Urban Mass Transportation Administration has contracted with the TDC Management Corporation to perform a nationwide bond guarantee demonstration project in conjunction with the Hartford Insurance Company, the District's Surety Bond Program is in no way connected with that demonstration, and is to be administered entirely independent, of that project.

2.3 Specific Tasks

The IA will perform the following specific tasks:

1. Establish a service office containing a Program Director and immediate support staff to administer the OCIP. This office is expected to be in or near the District headquarters; however, at the District's discretion, it may be relocated to a point closer to the centroid of construction activity. Proposed staffing of this service office should be set forth in the proposal.
2. Design and maintain a preconstruction survey program covering structures and facilities adjacent to the Project. This survey will serve as a baseline for judging validity and value of third-party claims. The IA must be qualified to provide expert testimony, and must provide expert testimony if called upon to do so in litigation. Awareness of community feelings is very important in the execution of the pre-construction survey. The pre-construction survey may be sub-contracted after award of a contract. However, a proposal should deal with this task in detail sufficient to show that it is aware of what is required.
3. Design OCIP. The IA shall evaluate all options and recommend to the District coverage limits, deductible limits, self-insured retention loss levels, durations, and any special policy considerations.
4. Prepare summaries of Project risks and market all major insurance coverages. The risk summaries will permit potential insurance carrier bidders to establish premium rates. The IA will propose combining different policies together to yield quantity purchasing benefits where possible.
5. Assist in the designing of a Project-wide construction safety program. This effort should include establishment of standards, preparation of manuals, and development of a comprehensive safety training program.
6. Design an insurance-related financial management program. This program should include reserve account investing, cash flow projections and managerial reporting.
7. Administer the insurance program, safety program, claims handling, and financial management. All four elements shall be administered by the IA Program Director.
8. Administer the bond packaging program, providing technical assistance to eligible subcontractors, liaison with sureties and financial supervision of subcontractors who are issued bonds under the District's bond guarantee program.
9. Prepare regular management reports on the four elements. Current and projected status of all IA reimbursable costs shall be included in these reports.

3.0 SUBMISSION REQUIREMENTS

3.1 RFP Technical Proposal

Firms interested in responding to the RFP must satisfy the specific requirements detailed below. Compliance with these requirements is mandatory, and is a condition of responsiveness. Failure to submit the required information will result in disqualification from further consideration.

3.1.1 Format

Submittals should be prepared on 8-1/2" x 11" paper, bound on the long side. A limited number of wider pages for special charts is permissible. All text must be clear of binding. All pages are to be sequentially numbered. Unnecessarily elaborate submittals, or elaborate art work, expensive paper and binding are not desired.

3.1.2 Submittal Content

Each submittal is expected to provide the following information in this sequence:

- (1) Cover letter
- (2) Identification of firm or joint venture responding to the RFP
- (3) Qualifications of firm or joint venture
- (4) Qualifications of key personnel
- (5) DBE/WBE commitment data
- (6) Management Plan
- (7) Cost Proposal

Each requirement is further described below:

(1) Cover Letter

A cover letter, not exceeding 2 pages in length, shall summarize key points in the submittal.

(2) Identification Of Firm Or Joint Venture

Submittals shall include identification of firms or joint venture members and potential subcontractors, including DBE/WBE participants. Where appropriate, the management relationship among joint venture firms shall be described.

(3) Qualifications Of Firm Or Joint Venture

Qualification statements regarding the firm or joint venture should emphasize:

- o Insurance expertise;
- o Experience with owner-controlled insurance programs; and
- o Experience with large-scale construction projects, particularly rail rapid transit.

References for past projects shall be included in this section.

(4) Qualifications Of Key Personnel

Qualification statements regarding key personnel should also emphasize insurance expertise, OCIP experience and rail rapid transit experience. In addition, the following should be included where appropriate.

- o Experience with large construction projects,
- o Design and administration of a multi-contractor safety program; and
- o Demonstrated administrative ability.

The respondent's choice of Program Director should be explicitly named and his/her resume included. Key personnel to supplement the Program Director's experience and skills should also be named, and their resumes included. The Program Director is considered to be a full-time position and a key to the success of an OCIP.

References for past assignments on related work should be included in this section.

(5) DBE/WBE Requirements

Proposed DBE/WBE subcontractors or joint venture partners should be listed, and their firm and staff qualifications discussed according to the criteria set forth in (3) and (4) above. Exact descriptions of that part of the contract work to be performed by each DBE/WBE must be provided.

(6) Management Plan (Approach to Carrying Out the Work Program)

Respondents must address each of the nine specific tasks listed in Section 2.3. Additionally, each of the following questions must be answered:

- o What key personnel and percentages of their time will be assigned to each task?
- o What percentages of each task will be performed in the service office, parent firms' offices and subcontractor sites?
- o What difficulties, if any, does the proposer foresee in performing the required task? The respondent should suggest any changes to the tasks listed in Section 2.3 that are felt to achieve of the Project goals more effectively, and justify such changes.

3.2 Cost Proposals

Two Cost Proposals shall be submitted separately from the Technical Proposal. They must include a completed and signed original FAA Form 4400 (or Optional form 60), Attachment "D", for each firm making up the proposal team, including any joint venture partners and subcontractors. Additionally, back-up for overhead and G&A rates must be submitted with the Form 4400.

In the first, two-year, cost proposal, reimbursable cost items shall be explicitly listed and estimated, and a fixed fee proposed. In the second cost proposal, for the remainder of construction, costs, and cost bases shall be estimated for a typical year, and shall include possible means of adjusting the payment amount, such as number of claims processed, or the Consumer Price Index. The means of adjusting the payment amount will be the subject of negotiation.

Award of a contract is subject to satisfactory completion of an audit review, in accordance with applicable Federal regulations. Proposers should understand that the District reserves the right to initiate an audit review with any and all proposers responding to this RFP, and compliance with requests for audit-related data are a condition for continued eligibility to participate in the selection process. Initiation of an audit review by the District does not mean selection of any one proposer for contract negotiation, or commitment of the District to award a contract.

4.0 SUBMISSIONS

4.1 Proposal Documents

A complete submittal will consist of twenty (20) copies of the Proposal Documents. All submittals must be received by the Southern California Rapid Transit District not later than 4:00 P.M., on April 6, 1984. Submittals should be addressed to:

Director of Contracts, Procurement and Materiel
Southern California Rapid Transit District
124 West Fourth Street
Los Angeles, CA 90013

Attn: Bob Sechler
RFP No. 048406

4.2 Pre-Proposal Conference

A pre-proposal conference will be held in the Board of Directors Meeting Room on March 21, 1984 at 9:00 A.M.

I M P O R T A N T

Firms not wishing to submit a proposal should return the enclosed green envelope with the words "No Submission" written on it. Compliance with this procedure will assure retention of the names of such firms on the District's mailing lists for insurance services.

4.3 Additional Information and Changes

All requests for additional information should be in writing to Bob Sechler at the address shown in 4.1 above.

No oral modification of this RFP shall be valid. Any modifications shall be by written RFP addendum, and signed by the Director of Office of Contract, Procurement and Materiel.

5.0 ATTACHMENTS

Attachment "A" - Route Alignment and Station Locations, A p. 1-22

Attachment "B" - Preliminary Master Schedule

Attachment "C" - Draft Contract - C-p. 1-17

Attachment "D" - Cost/Price Proposal Form


Attachment "E" - Synopsis of Safety Responsibilities

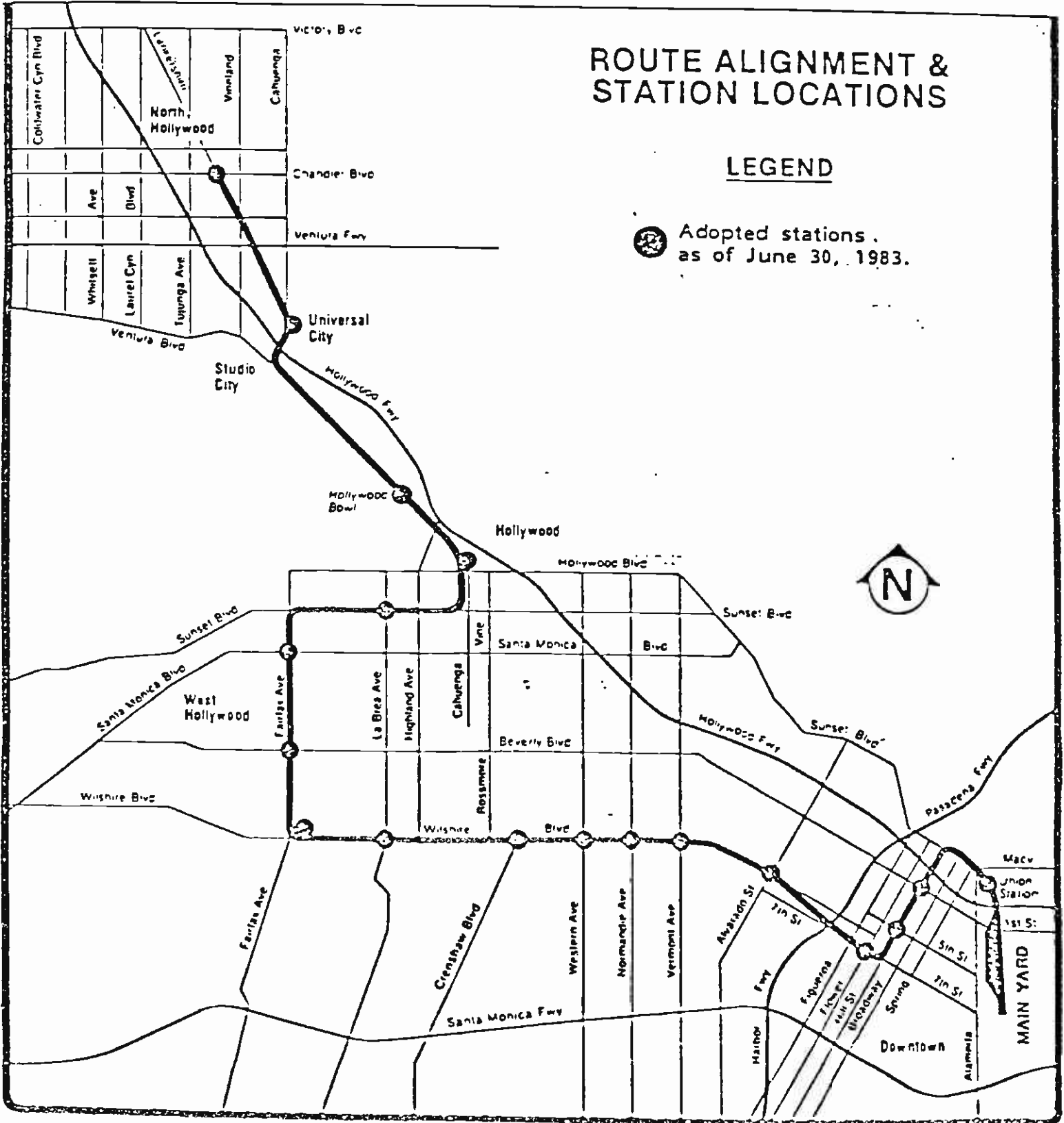


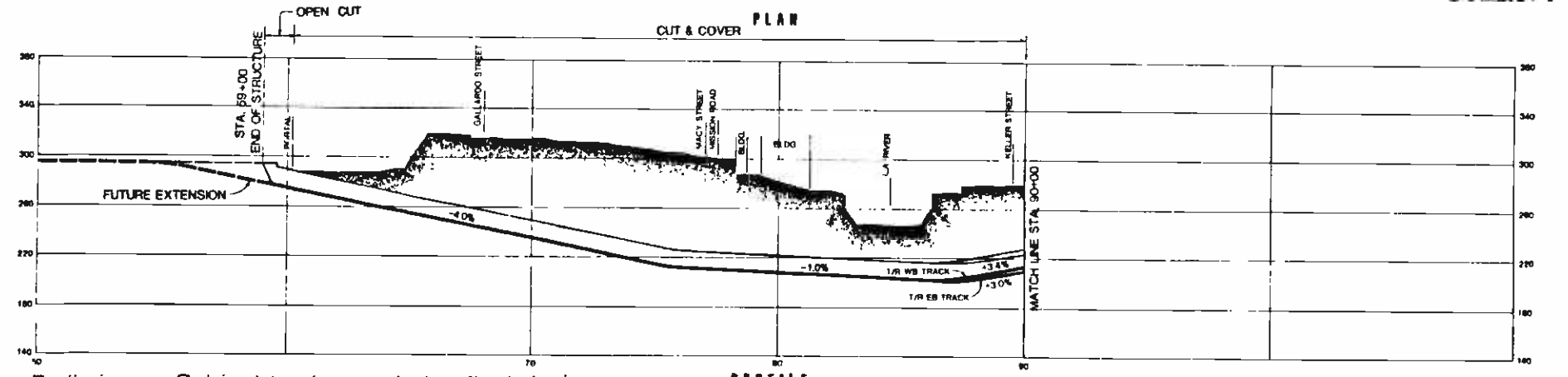
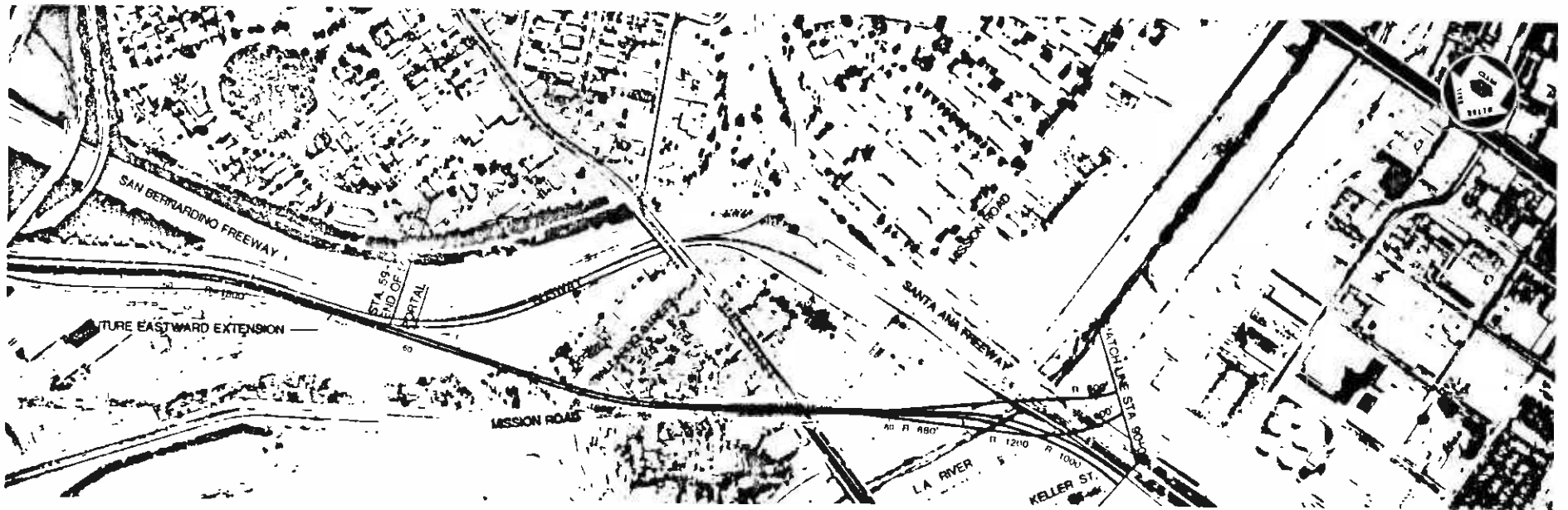
Metro Rail Project

ROUTE ALIGNMENT & STATION LOCATIONS

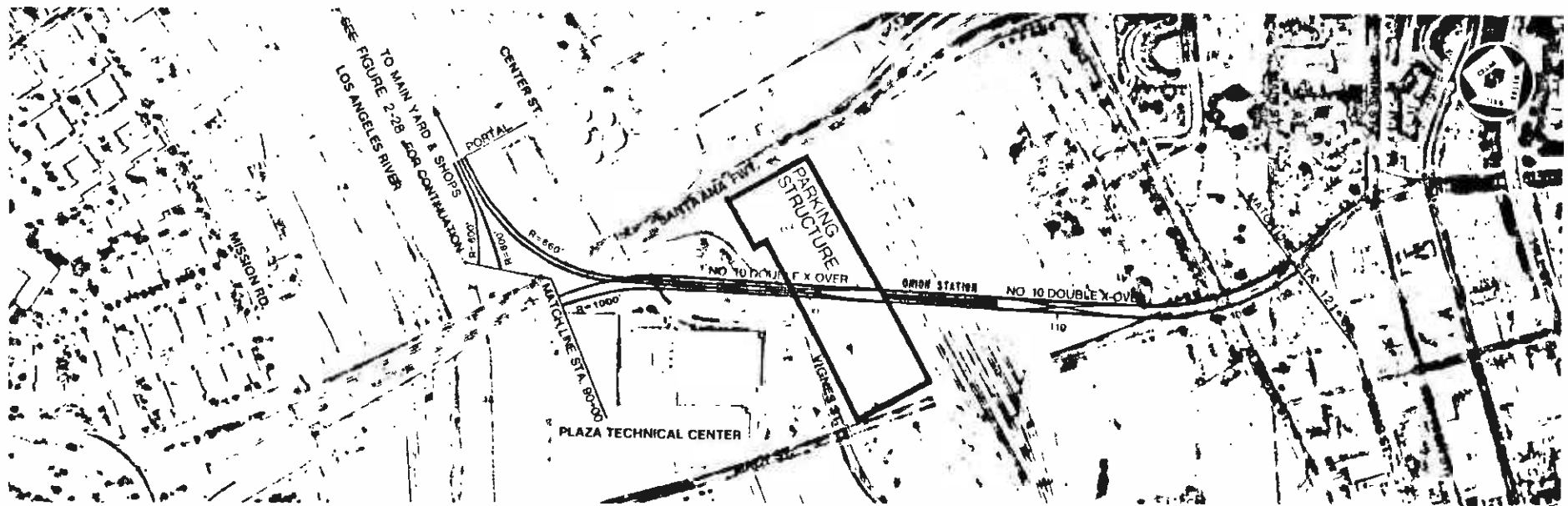
LEGEND

 Adopted stations as of June 30, 1983.

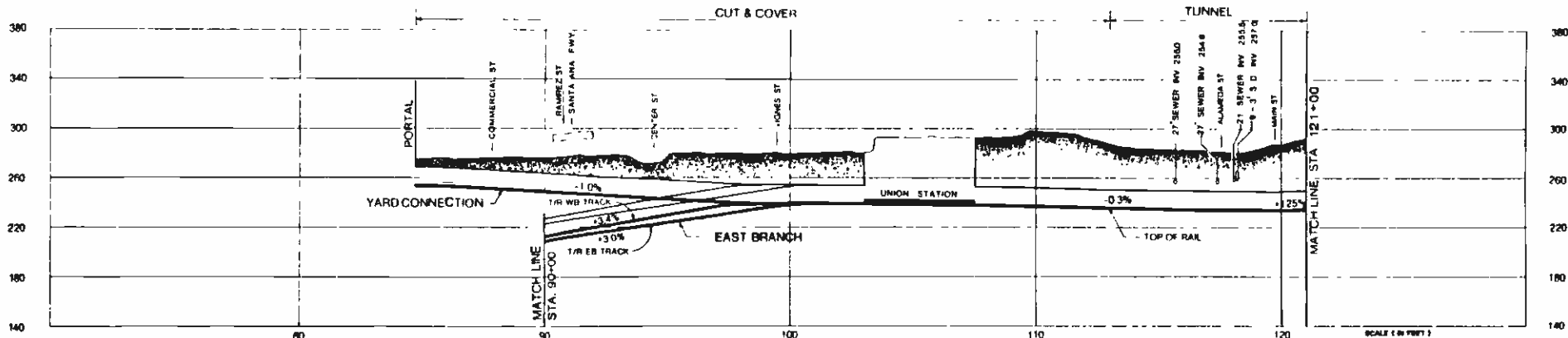




Preliminary: Subject to change during final design



PLAN



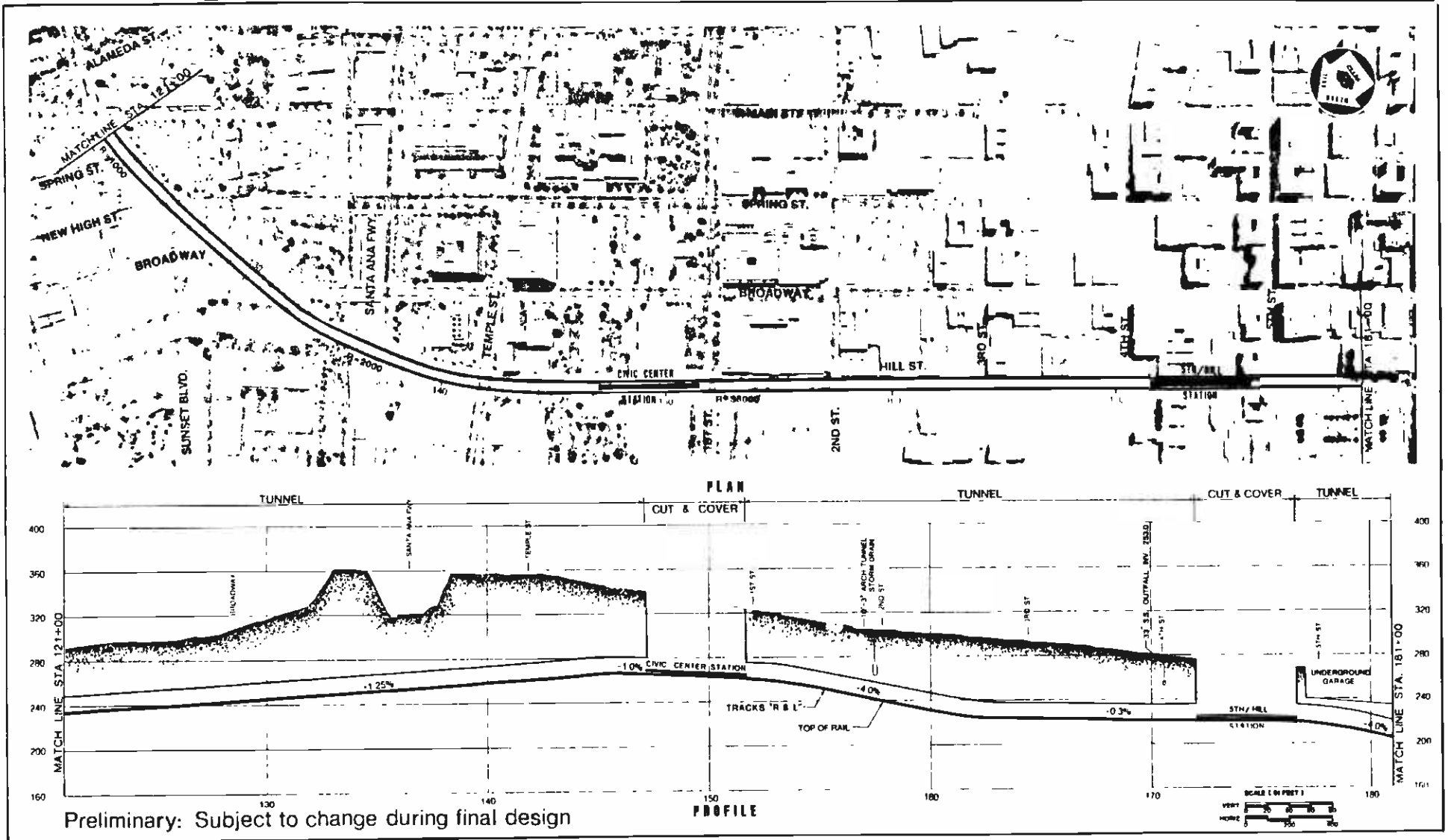
PROFILE

Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.2 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD



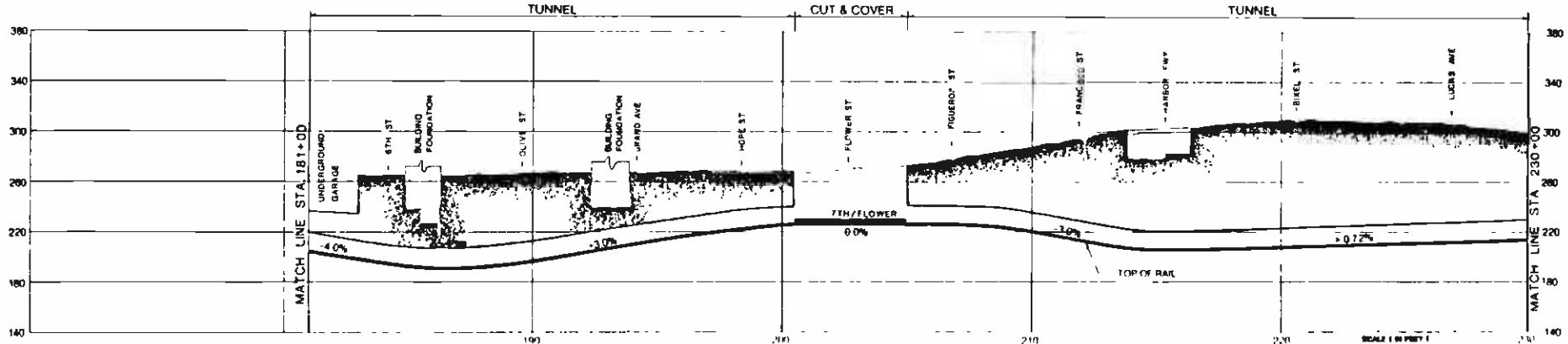
Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.3 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD



PLAN



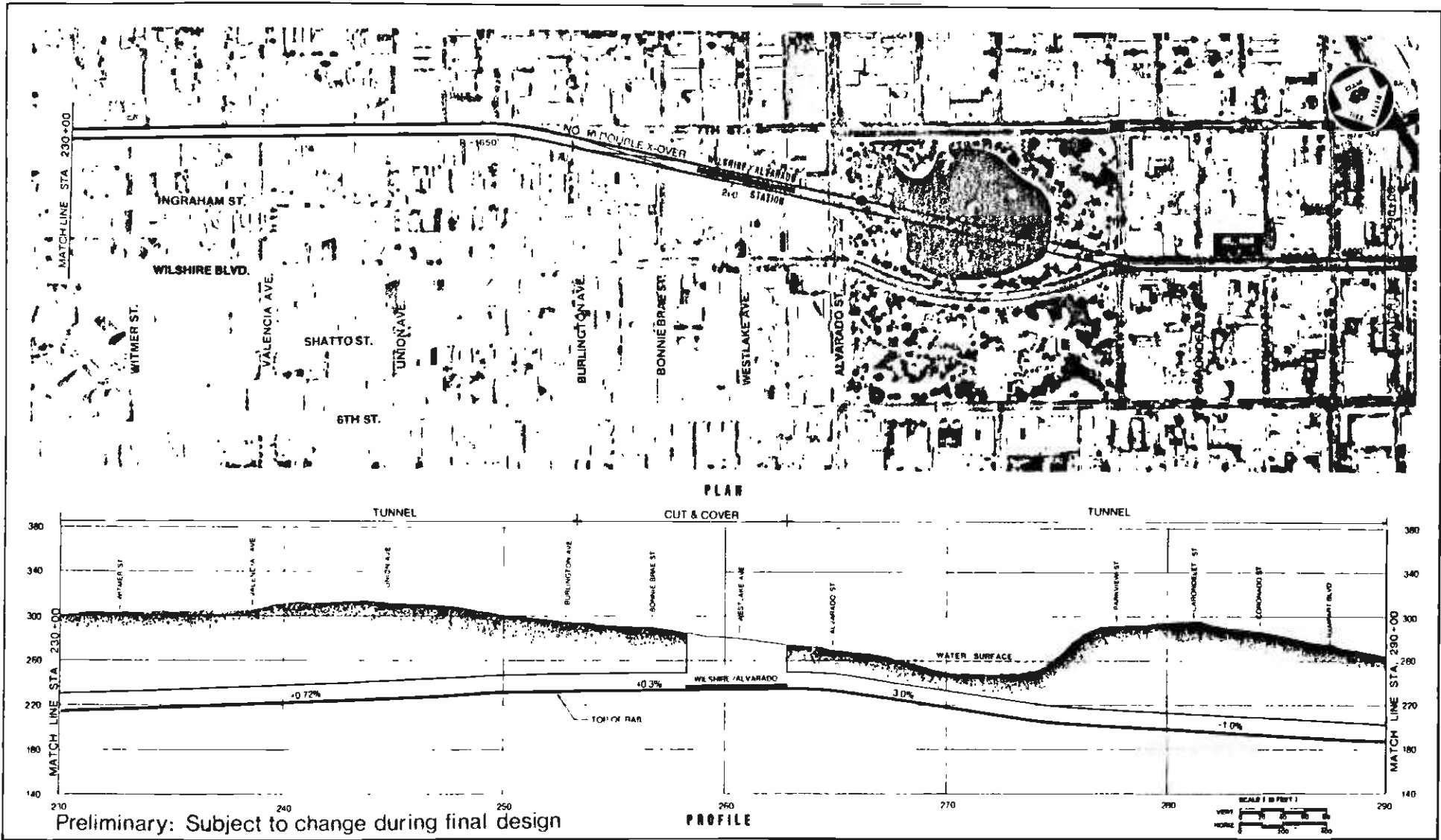
PROFILE

Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.4 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

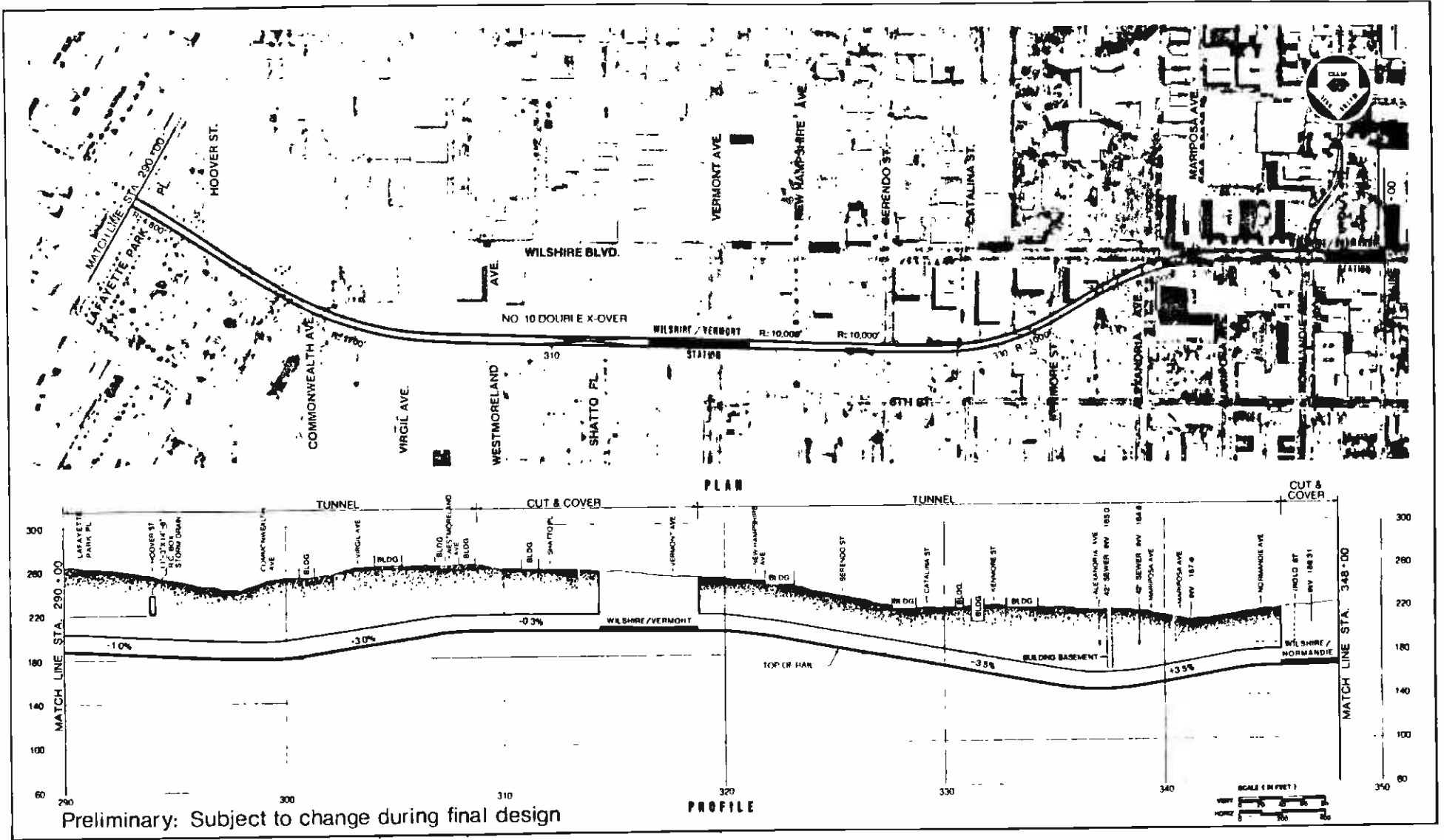


Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.5 Alignment for Locally Preferred Alternative

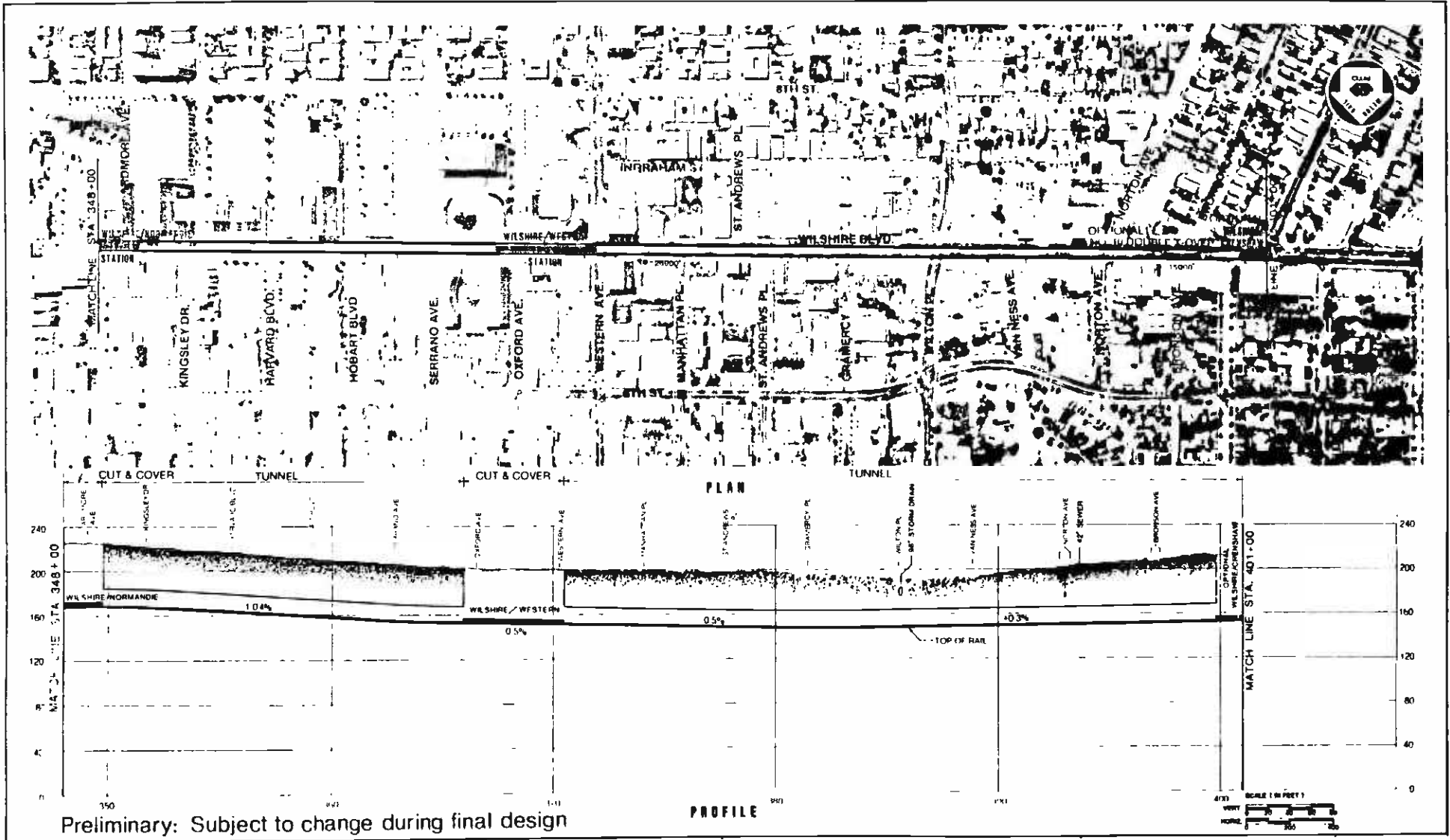
Source: DMJM/PBQD



Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.6 Alignment for Locally Preferred Alternative

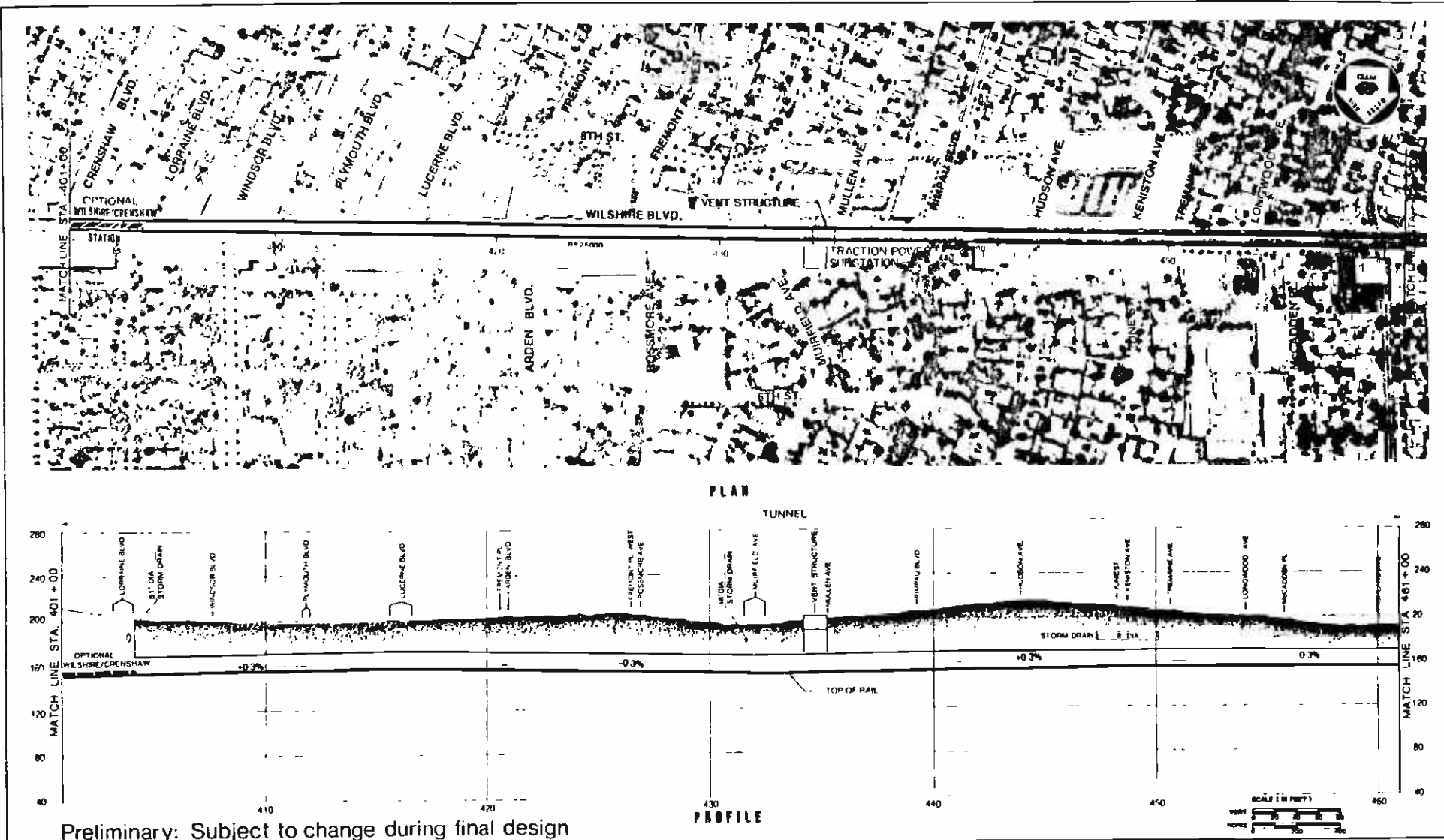
Source: DMJM/PBQD



Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.7 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

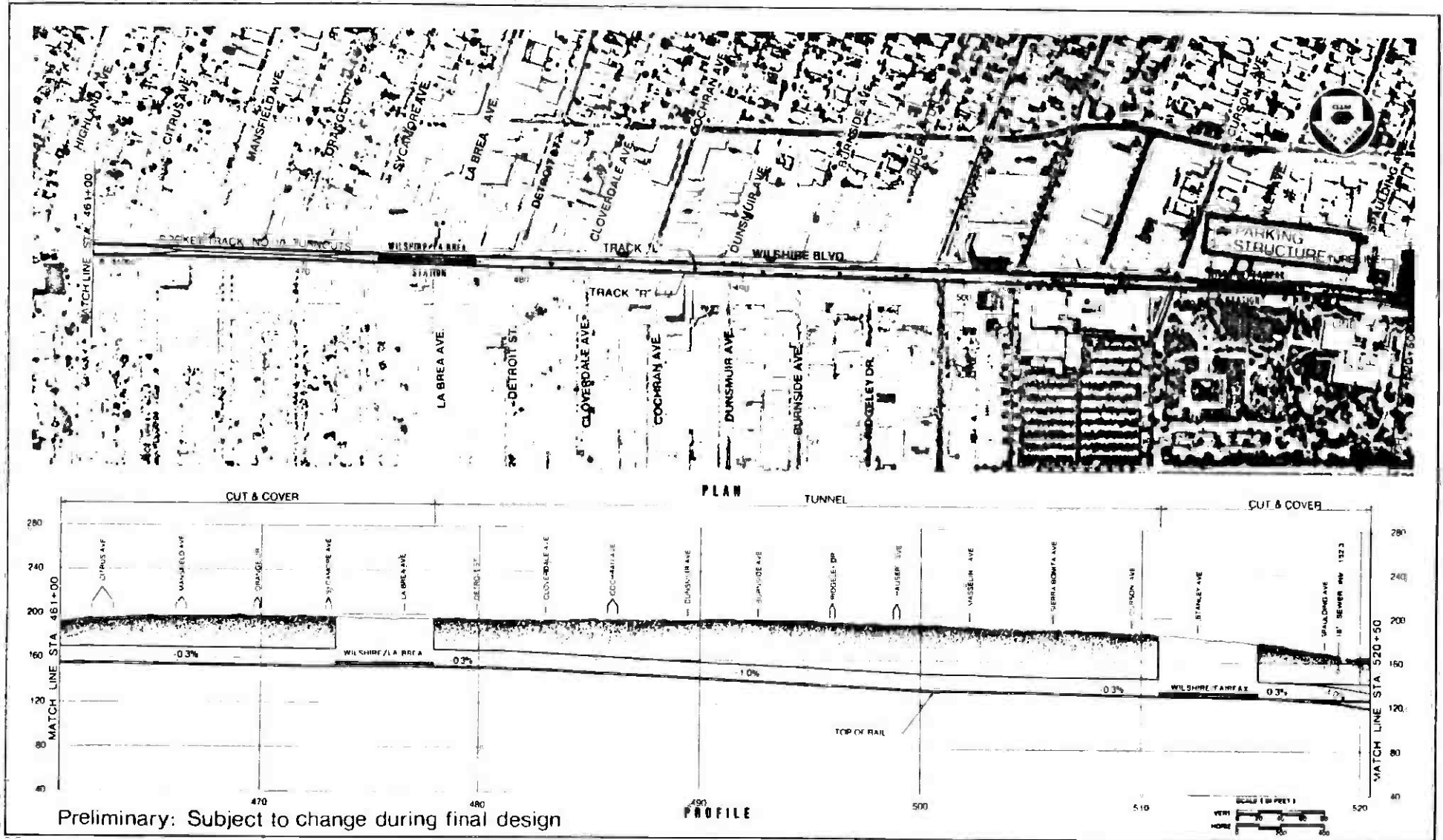


Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4-8 Alignment for Locally Preferred Alternative

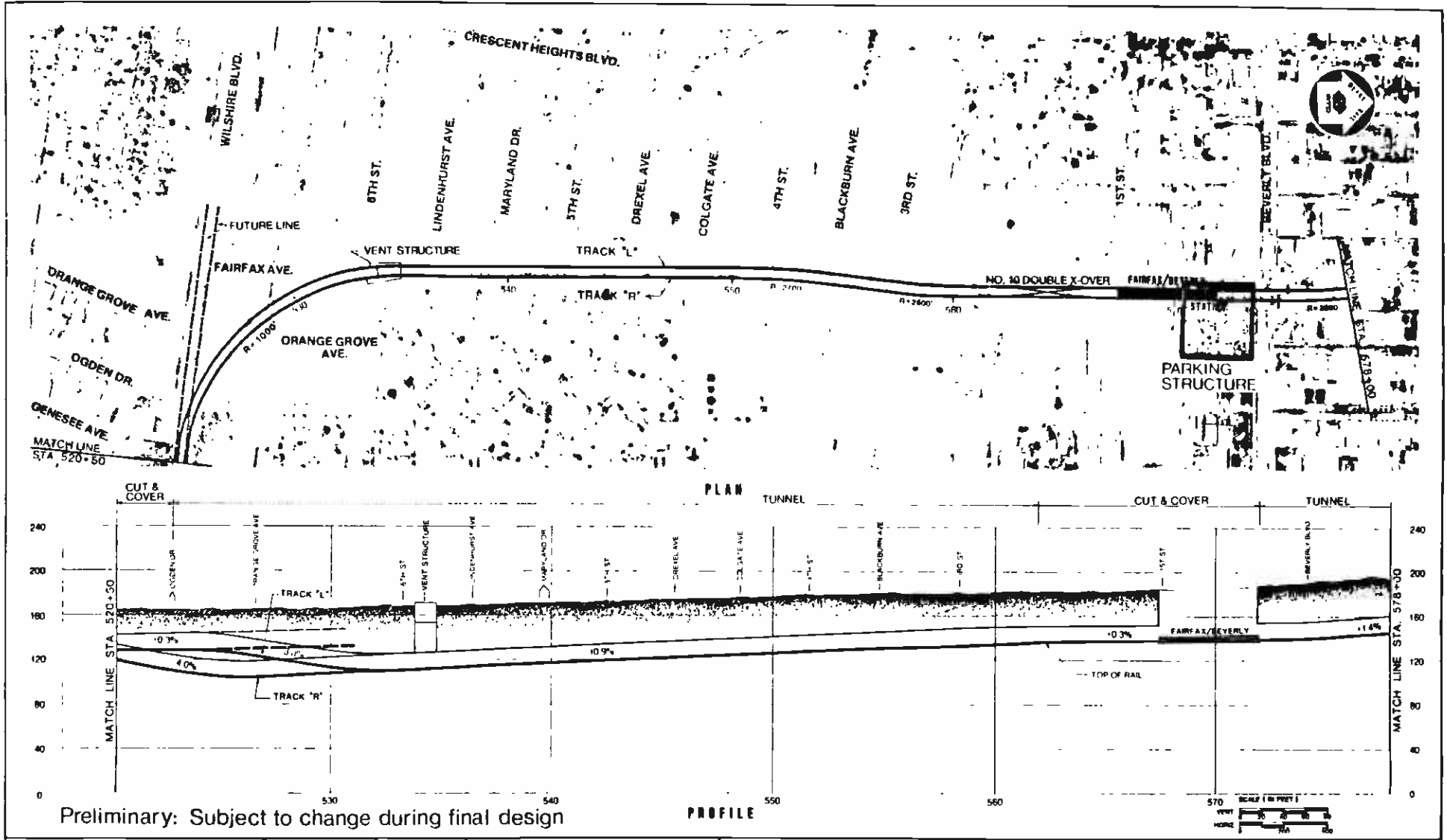
Source: DMJM/PBQD



Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.9 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

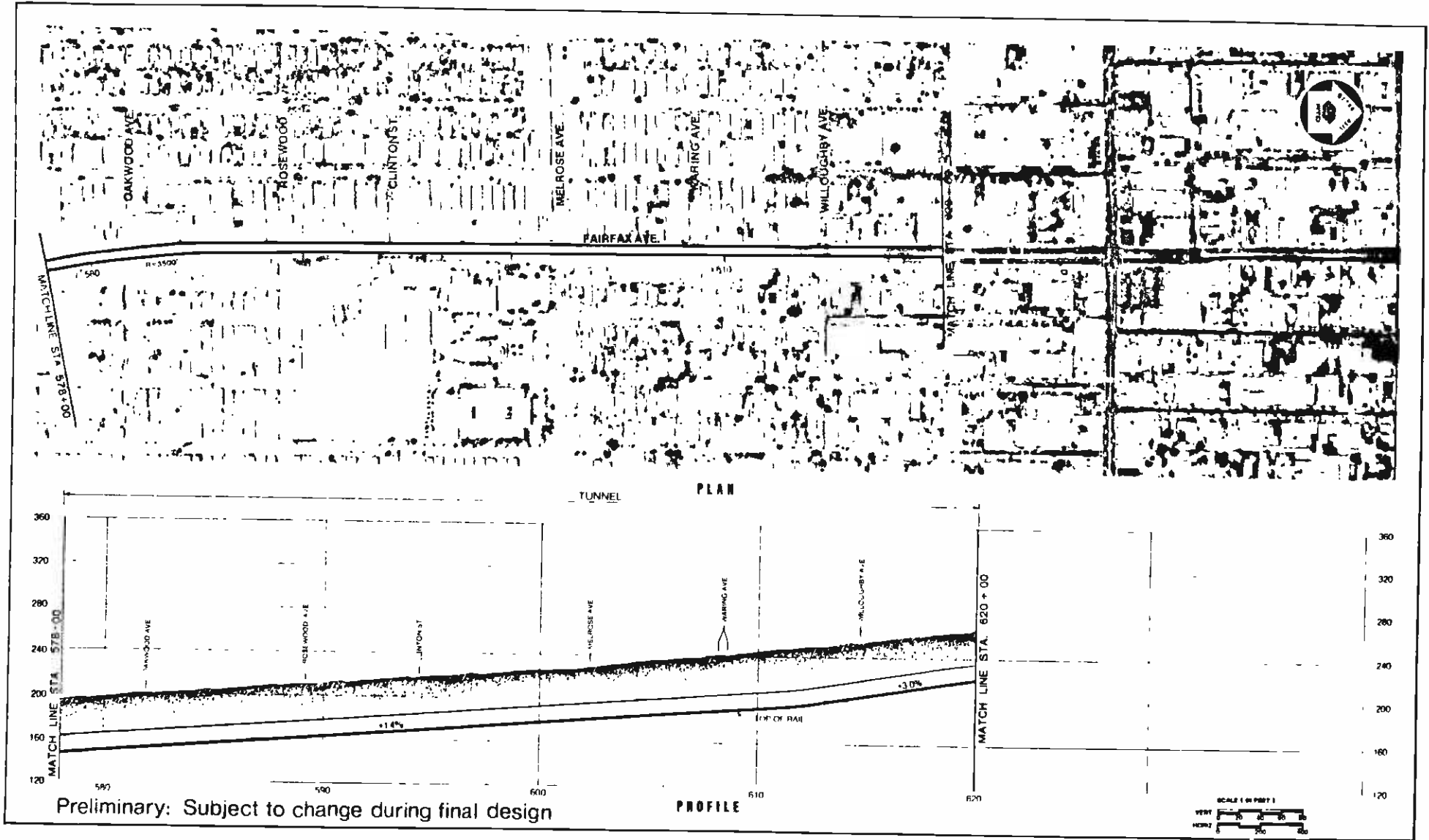


Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4-10 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD



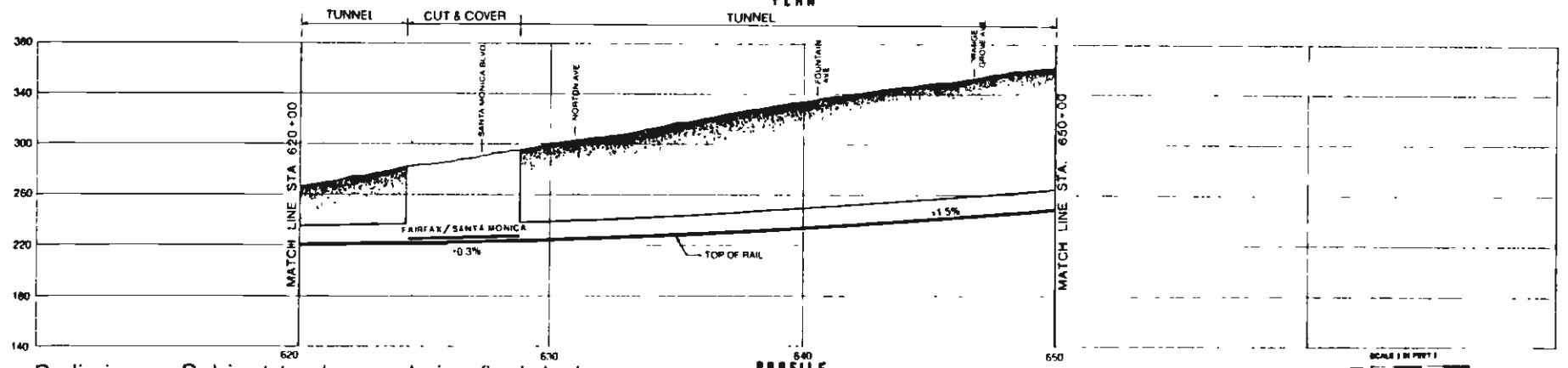
Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.11 Alignment for Locally Preferred Alternative

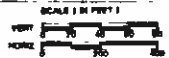
Source: DMJM/PBQD



PLAN



PROFILE

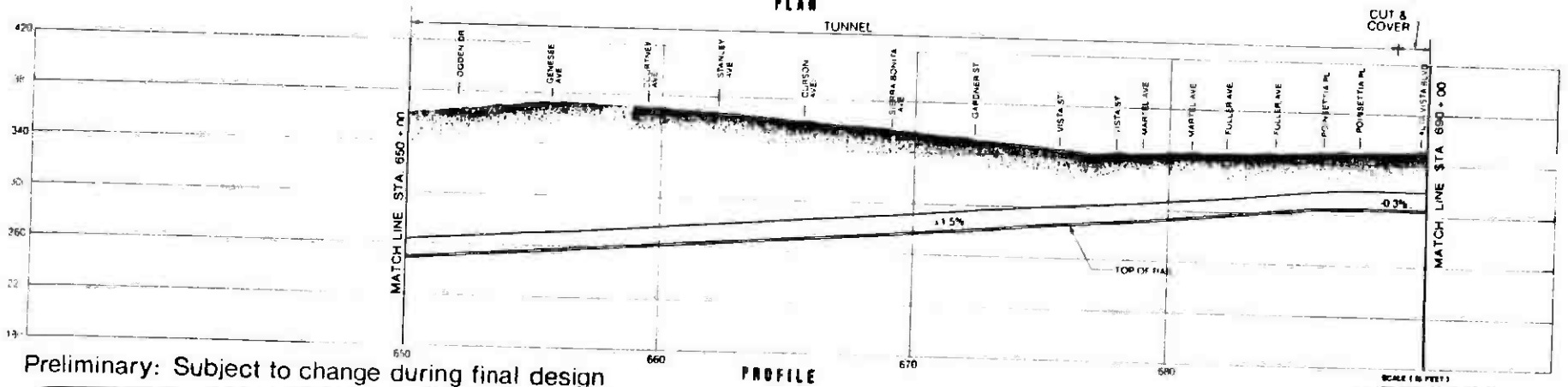
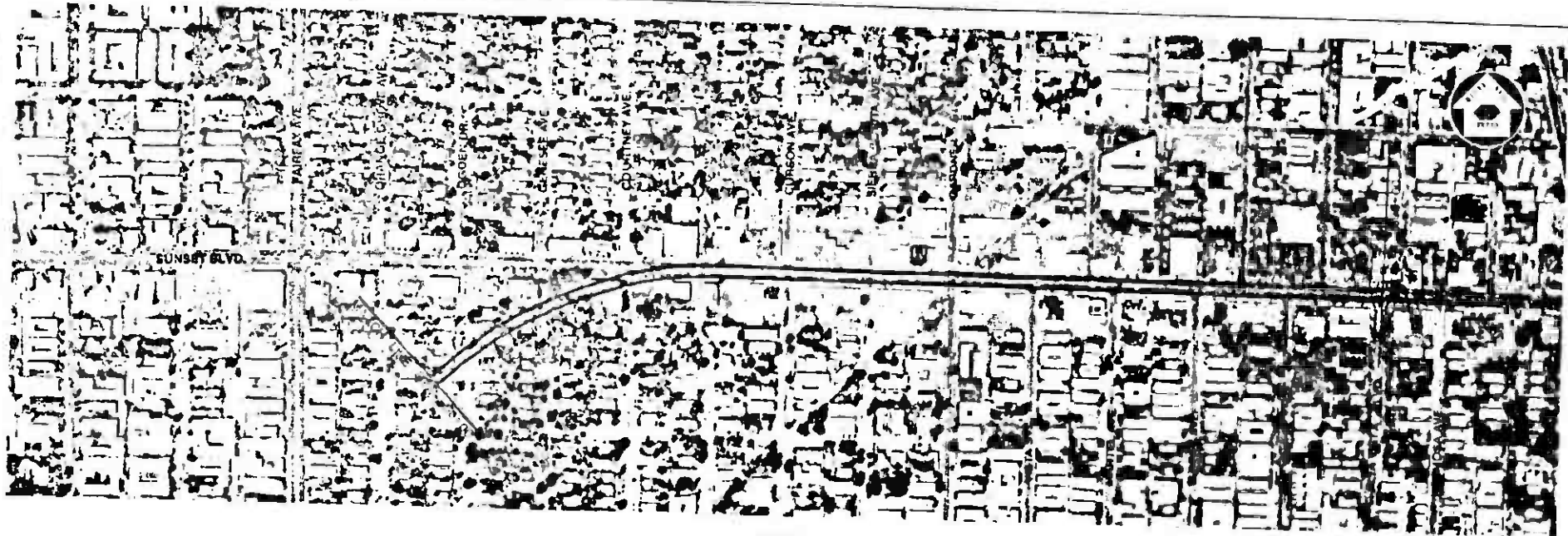


Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.12 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

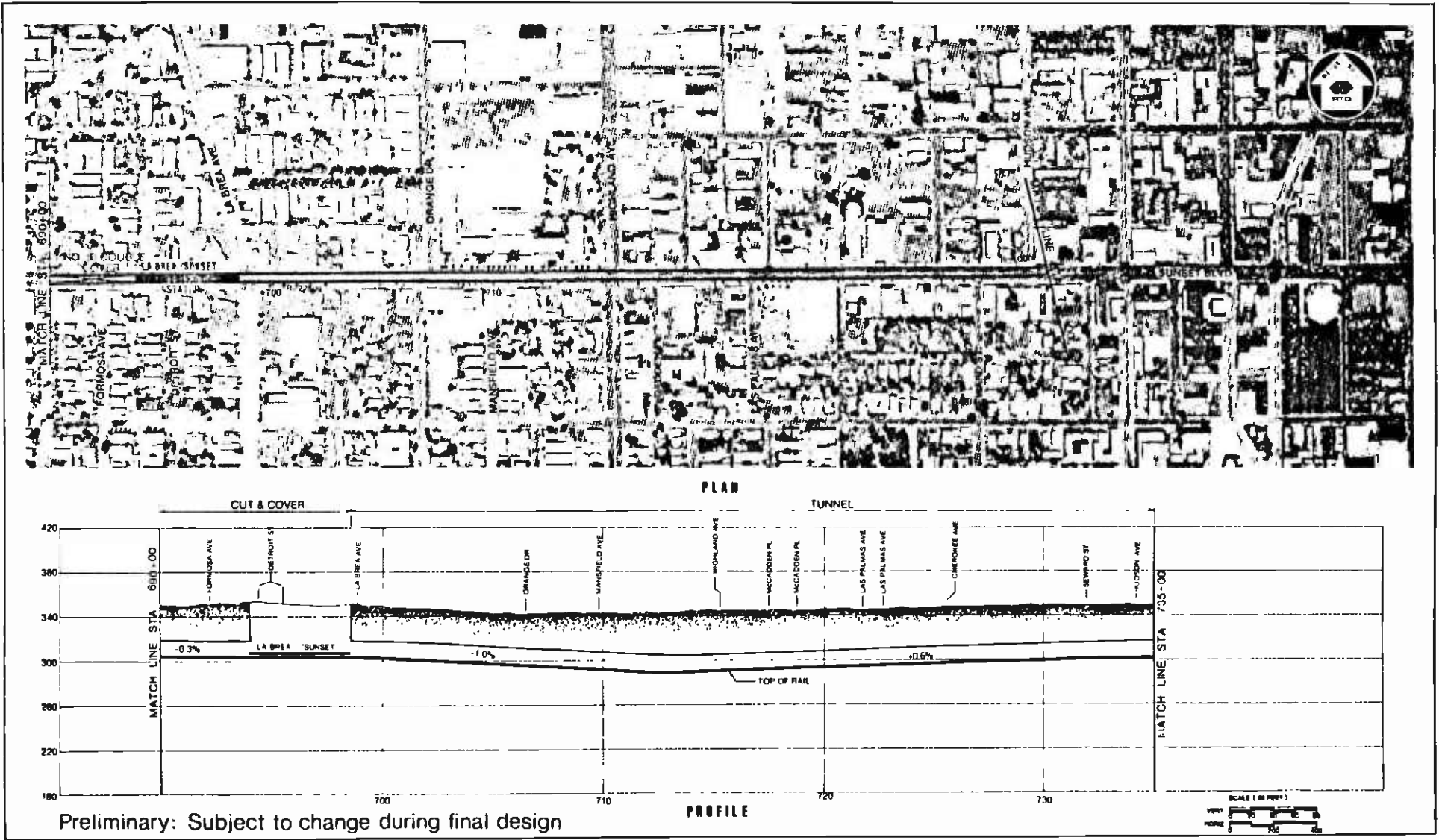


Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.13 Alignment for Locally Preferred Alternative

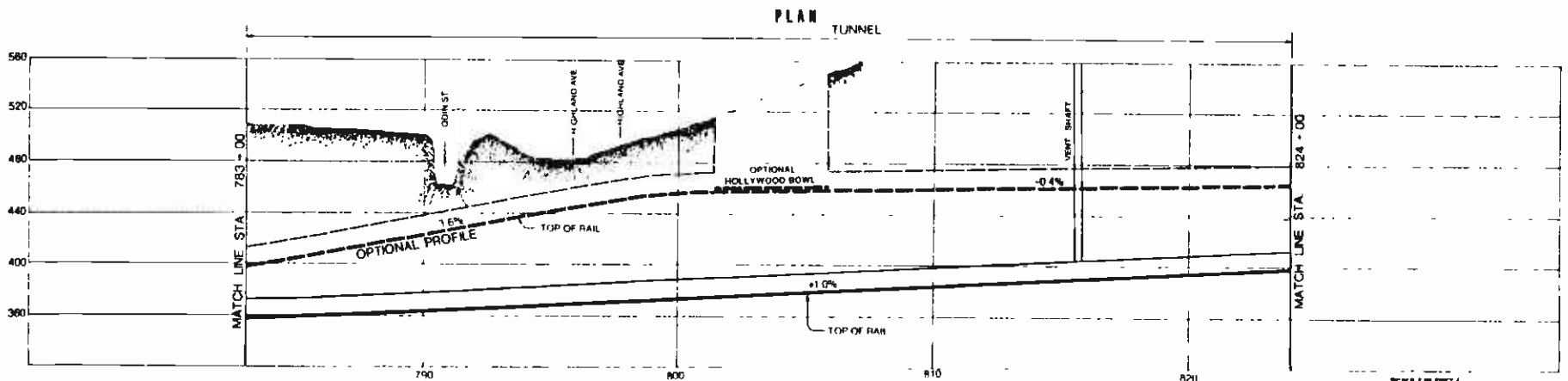
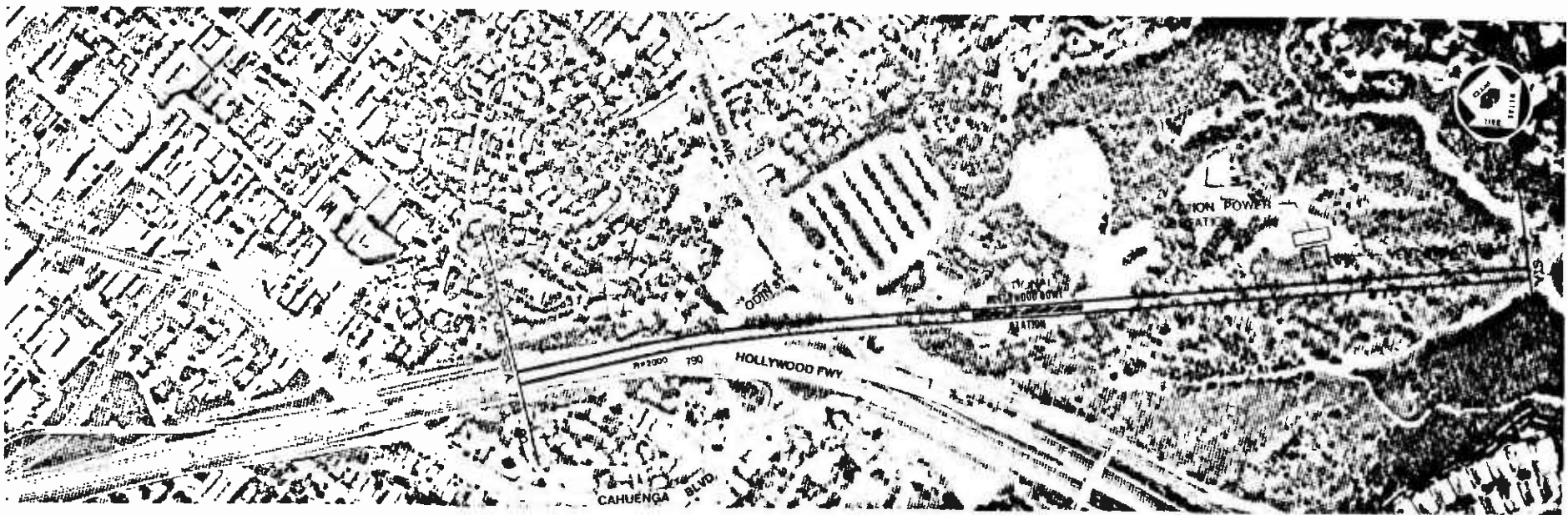
Source: DMJM/PBQD



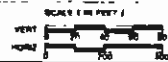
Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.14 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD



Preliminary: Subject to change during final design

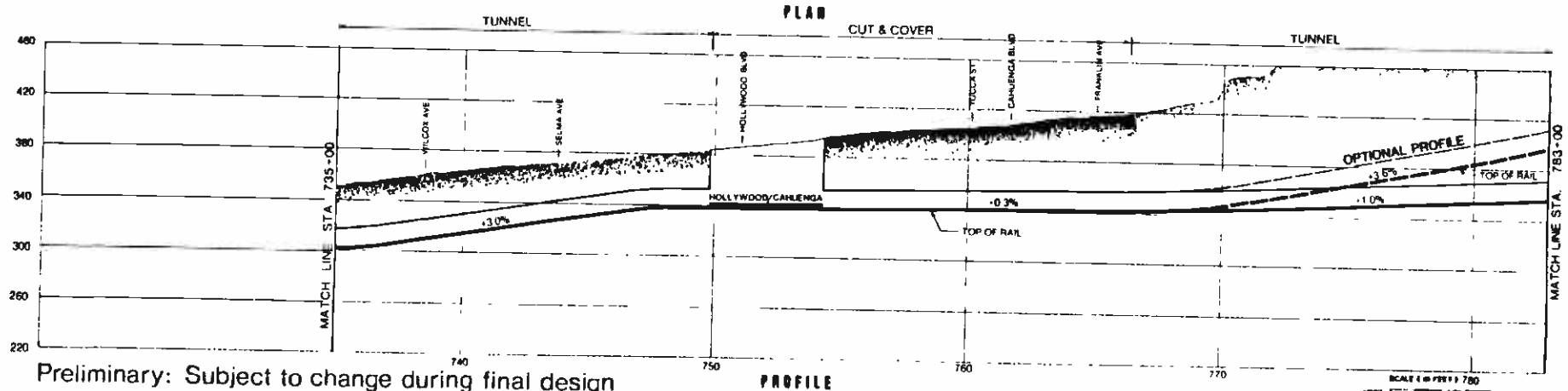
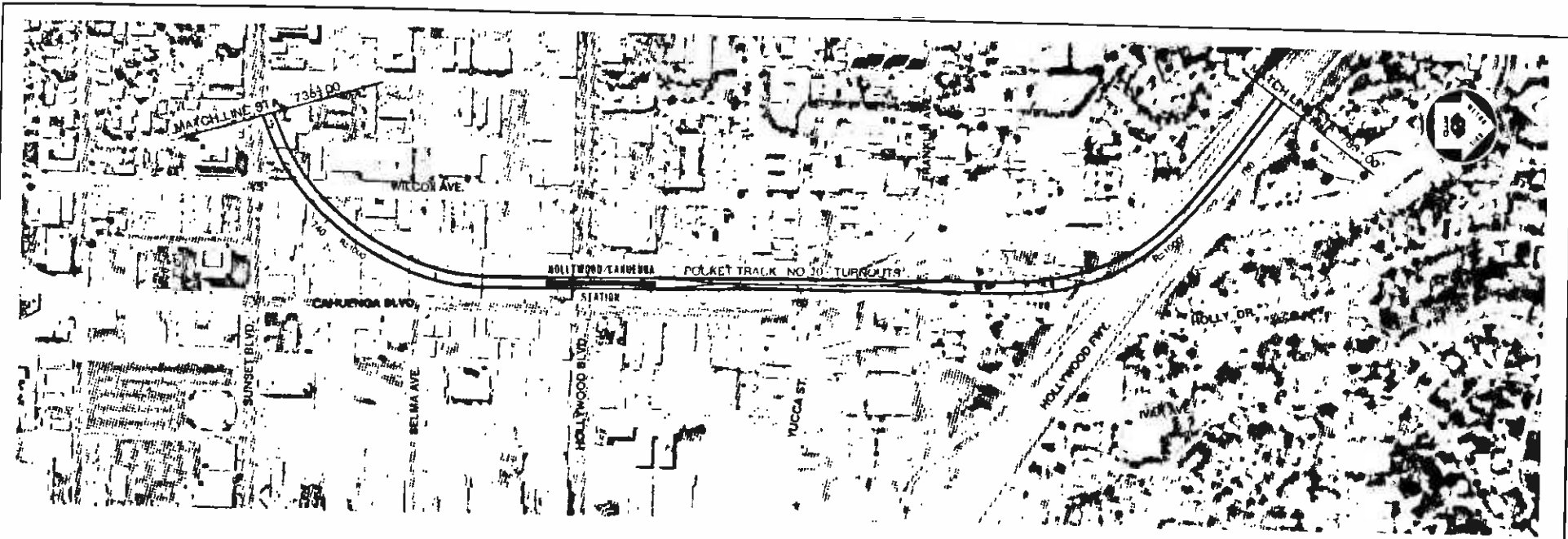


Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

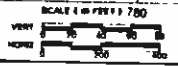
Figure 2-4.16 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

2-25



Preliminary: Subject to change during final design

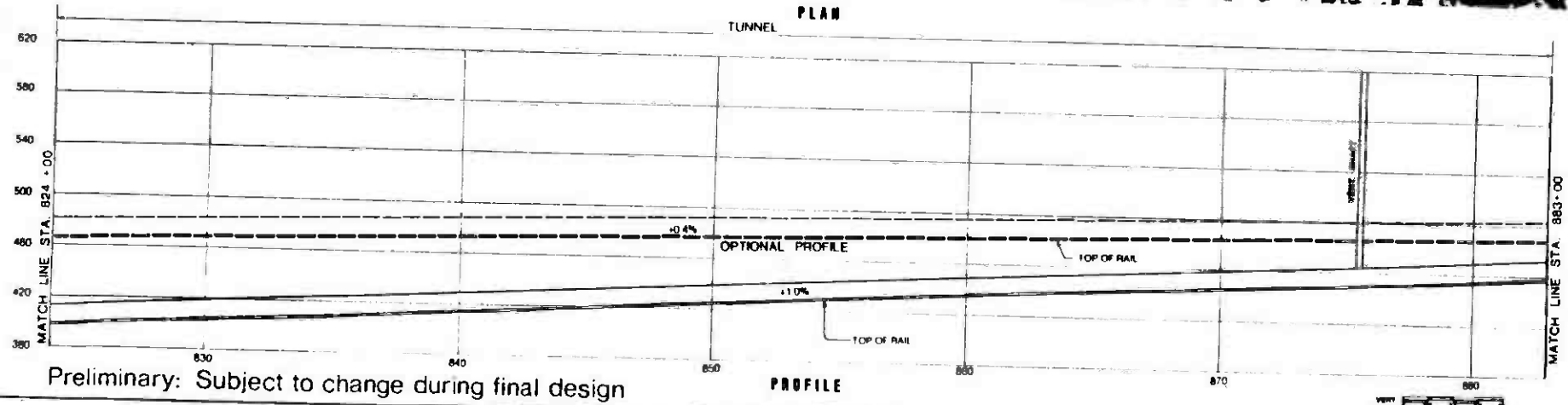


Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.15 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

2-27

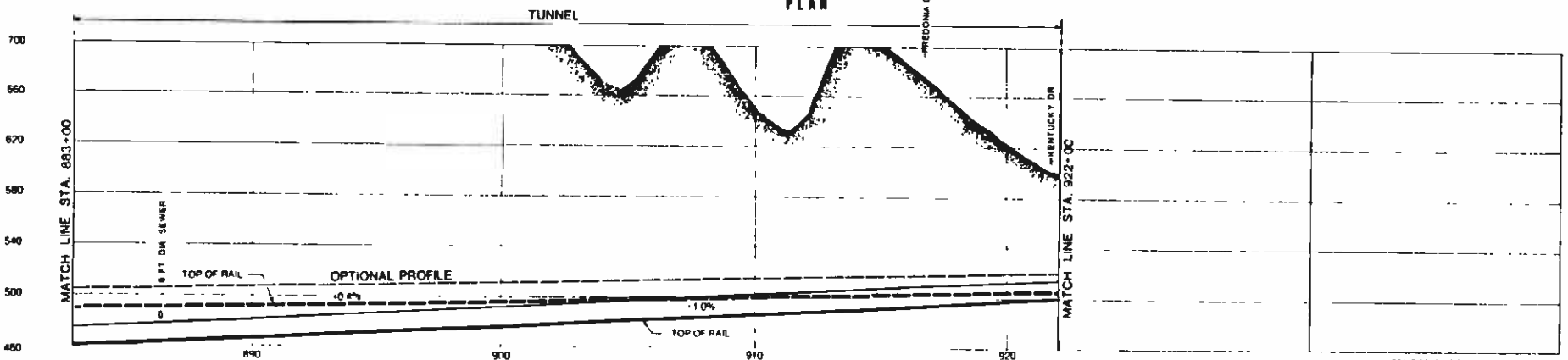
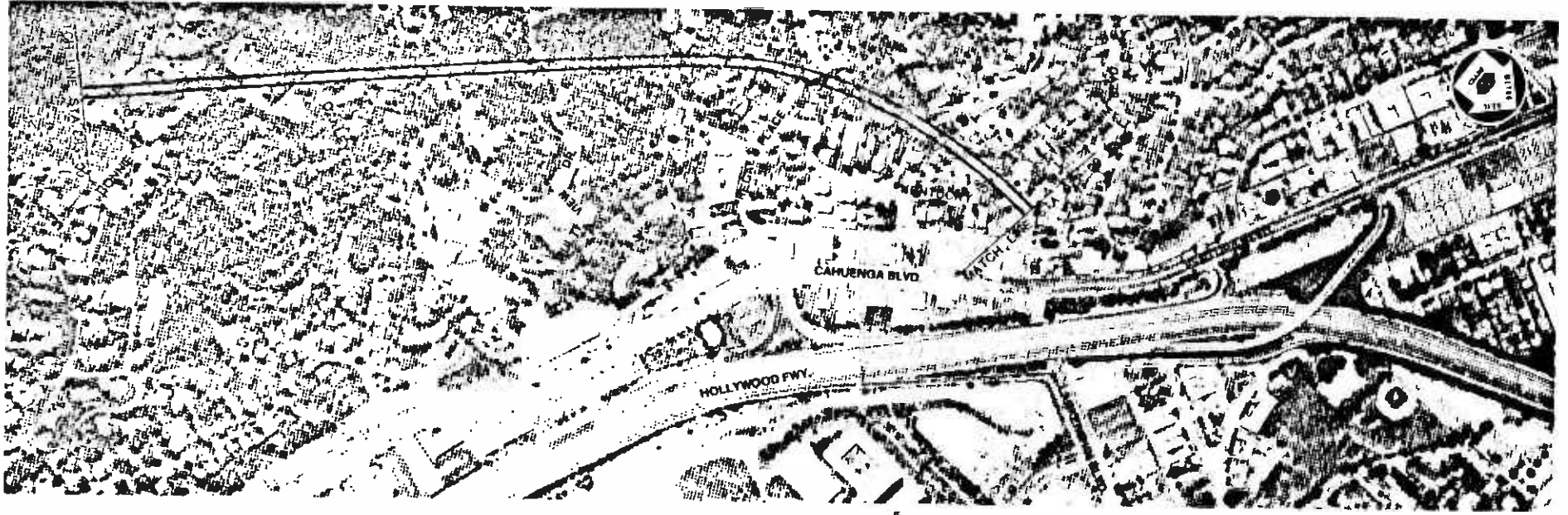


Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.17 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

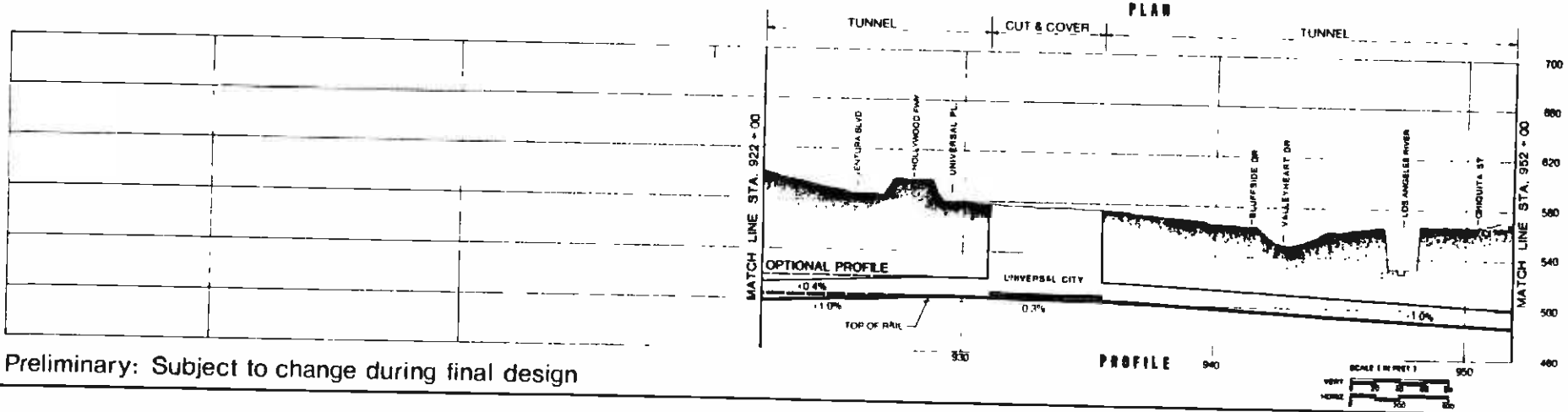
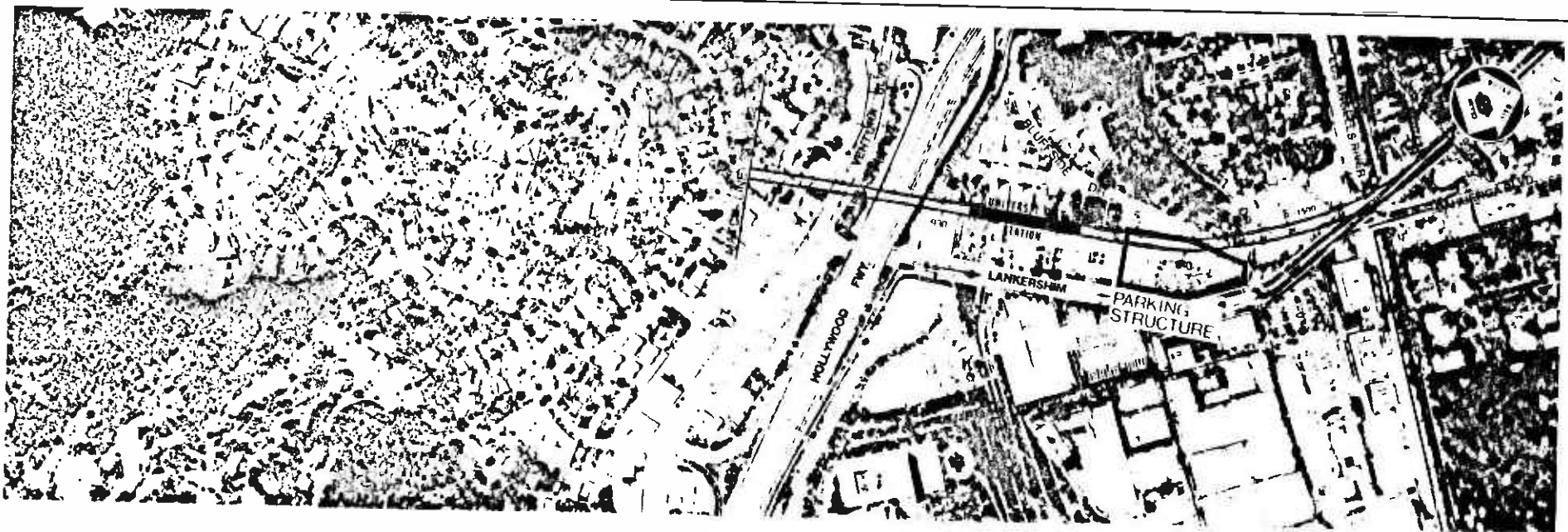


Preliminary: Subject to change during final design

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.18 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD



Preliminary: Subject to change during final design

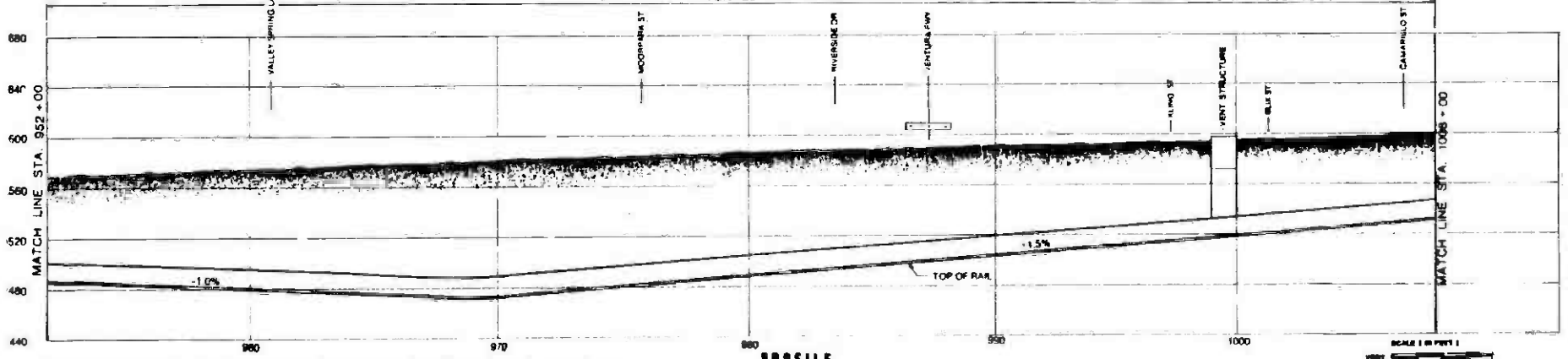
Figure 2-4.19 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM



TUNNEL PLAN



PROFILE

Preliminary: Subject to change during final design

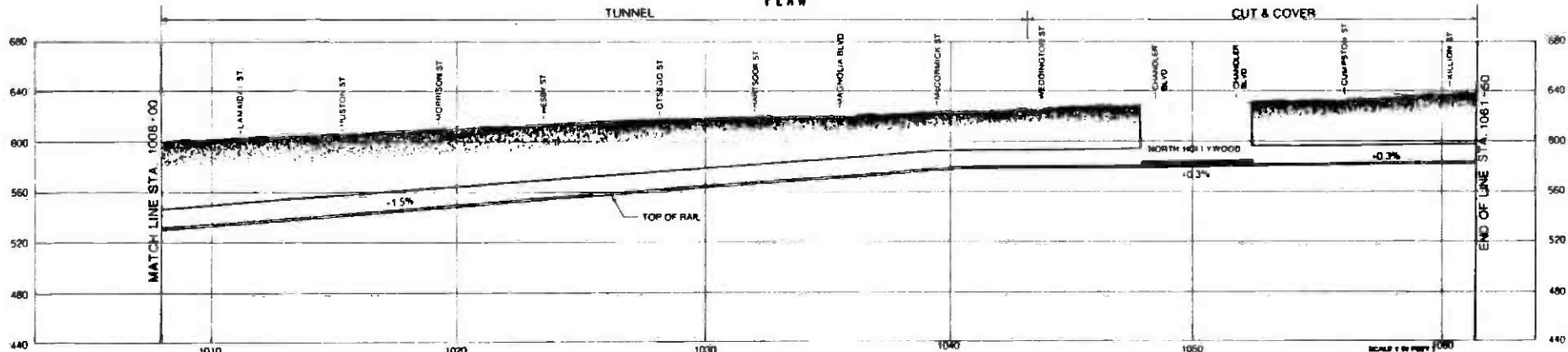
Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

Figure 2-4.20 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD



PLAN



PROFILE

Preliminary: Subject to change during final design

2-31

Southern California Rapid Transit District
Metro Rail Project
 PRELIMINARY ENGINEERING PROGRAM

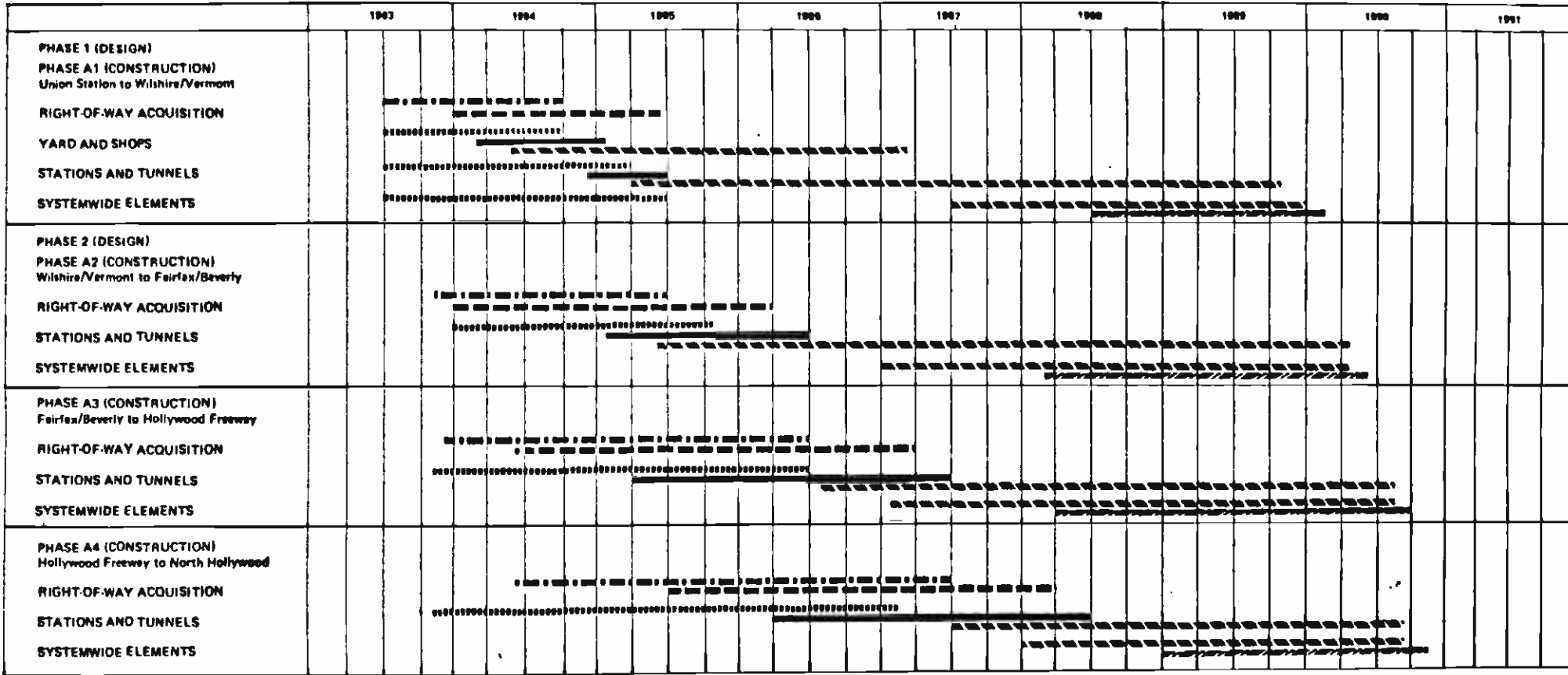
Figure 2-4.21 Alignment for Locally Preferred Alternative

Source: DMJM/PBQD

A-D.22

FIGURE 1

PRELIMINARY MASTER SCHEDULE
 RIGHT-OF-WAY, DESIGN, ADVERTISE/AWARD, CONSTRUCTION, INSTALLATION/TEST



RIGHT-OF-WAY CERTIFICATION
 RIGHT-OF-WAY PURCHASE
 DESIGN
 ADVERTISE/AWARD
 CONSTRUCTION/FABRICATION
 INSTALLATION/TEST

DRAFT CONTRACT

between

(CONSULTANT))	CONTRACT NO:
)	
)	FUNDING SOURCES:
)	
and)	
)	
SOUTHERN CALIFORNIA RAPID)	
TRANSIT DISTRICT)	

FOR DEVELOPMENT AND ADMINISTRATION OF AN OWNER-CONTROLLED INSURANCE PROGRAM FOR THE METRO RAIL PROJECT

THIS CONTRACT is between SOUTHERN CALIFORNIA RAPID TRANSIT DISTRICT and (Consultant).

R E C I T A L S

I. Southern California Rapid Transit District (District) has received grants from the Urban Mass Transportation Administration (UMTA), the State of California and the Los Angeles County Transportation Commission for implementation of the Metro Rail Project (Project).

II. District requires the services of a Consultant to develop an Owner-Controlled Insurance Program (OCIP) for the Metro Rail Project, and has issued a Request for Proposal (No. 118330) for these services.

III. District has determined that Consultant is best qualified to perform the services called for herein.

IV. Consultant is able and willing to perform the services under the terms and conditions of this Contract.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

///

1 1.0 DOCUMENTS ATTACHED TO THIS CONTRACT

2 The following are attached to and made a part of this
3 Contract:

4 Attachment "A" - Services to be Performed by
5 Consultant

6 Attachment "B" - Project Schedule

7 Attachment "C" - Consultant's Organization
8 Chart and Key Personnel

8 Attachment "D" - Allowable Costs

9 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT

10 Consultant shall perform the services set forth in Attachment
11 "A", "Services To be Performed by Consultant".

12 3.0 RESPONSIBILITY OF CONSULTANT

13 With respect to the performance of the services, Consultant
14 shall exercise the degree of skill, care and diligence which the
15 insurance industry would recognize as appropriate to the services
16 required by District.

17 Consultant, in its performance of the Services:

18 (1) shall comply with all applicable laws and ordinances;

19 (2) shall be responsible for all work performed by its own
20 forces, and lower tier consultants and subcontractors;
21 and

22 (3) shall be responsible for the coordination, integration
23 and interfacing of all work performed by its own forces
24 and its consultants and subcontractors.

25 Consultant shall re-perform any of the Services which are
26 deficient with respect to the above standards, and which appear
27 during the performance of the Services. District shall promptly
28 notify Consultant in writing of the discovery of any deficiencies in

1 Consultant's performance. Consultant shall proceed promptly to
2 correct any such deficiencies, and the cost of such remedial
3 services shall be borne by Consultant. The obligations of
4 Consultant under this Paragraph 3.3 shall not in any way limit the
5 obligations of Consultant imposed by law, or by any other provisions
6 of this Contract.

7 Notwithstanding any review, approval, acceptance, or payment
8 for services by District, Consultant shall be responsible for the
9 professional and technical accuracy of all work and materials
10 furnished under this Contract.

11 4.0 CHANGES

12 District may at any time, request changes within the general
13 scope of the services by written change order from the District's
14 Contracting Officer. Consultant shall promptly comply with each
15 change order. District and Consultant shall incorporate any and all
16 change orders into this Contract by formal contract amendment, and
17 such amendments shall include any increase or decrease in the
18 Estimated Cost and Fixed Fee, and any reductions or extensions in
19 Project Schedule. Any claim by Consultant or by District for
20 equitable adjustment of Estimated Cost and Fixed Fee resulting from
21 a change order shall be asserted in writing within 30 days after the
22 date of receipt by Consultant of the change order, unless the other
23 party shall grant in writing a further period of time.

24 ///

25 ///

26 ///

27 ///

28 ///

1 Consultant shall take prompt action to substitute another acceptable
2 employee.

3 7.0 SUBCONTRACTORS

4 7.1 Identification and Contract Awards

5 Consultant shall subcontract to the following firms for the
6 Services described in the estimated contract amounts stated:

7	<u>Firm</u>	<u>Work Description</u>	<u>Estimated</u>
8			<u>Contract Amount</u>

9 Any changes to the above subcontractor complement, the work
10 descriptions, or the estimated contract amounts shall be made only
11 with the prior written permission of the District.

12 7.2 Disadvantaged/Women Business Enterprises

13 District has established financial participation goals in
14 this Contract of 12% by Disadvantaged Business Enterprises (DBE's)
15 and 3% for Women Business Enterprises (WBE's).

16 The Consultant represents to the best of its knowledge that
17 the firms of (Name of Firms) are DBE's and that (Names of Firms) are
18 WBE's as defined in Section 3 of the Small Business Act and
19 implementing regulations. The estimated contract amounts to be paid
20 to each DBE and WBE subcontractor for its services over the full
21 term of this Contract are set forth above in Section 7.1.

22 Where District has approved termination of a DBE or WBE
23 subcontract, Consultant shall make every effort to propose and enter
24 into a subcontract for the terminated portion of the work to be
25 performed with another qualified DBE or WBE for a contract price not
26 less than the contract price of the uncompleted work of the
27 terminated subcontract. Satisfactory evidence of reasonable efforts
28 shall be furnished to District.

1 6.0 PERSONNEL

2 6.1 Key Personnel

3 Consultant represents that it has, or will secure the
4 services of, the professional and technical personnel required to
5 perform the services. Consultant shall assign to the Project the
6 key technical personnel approved by the District, as shown on
7 Consultant's Organization Chart in Attachment "C". Any changes to
8 this complement shall be made only with the prior written approval
9 of District.

10 6.2 Program Manager

11 Upon District's issuance of Notice to Proceed to Consultant,
12 following execution of this Contract, District shall notify
13 Consultant in writing of the person who shall act as District's
14 Program Manager with respect to Consultant's performance of the
15 services.

16 6.3 Program Director

17 Consultant shall appoint, in writing, a qualified
18 representative as Program Director who will be responsible for
19 performance of the services. The Program Director will represent
20 Consultant with respect to the services, and will be authorized to
21 commit Consultant in writing with respect to all matters under this
22 Contract. The Director shall be assigned full time to a "Service
23 Office."

24 6.4 Removal and Replacement of Consultant Employees

25 District may request, in writing, removal from the Contract
26 work of any employee of Consultant or any of its subcontractors, if
27 such employee's performance is substandard or otherwise
28 counterproductive to the work. If a removal is requested,

1 8.0 PAYMENT

2 8.1 basis for Payment

3 In consideration of the services performed, District shall
4 pay Consultant, on a "cost-plus-fixed-fee" basis the following:

5 Estimated Cost \$ _____

6 Fixed fee: \$ _____

7 Total of Estimated

8 Cost and Fixed Fee: \$ _____

9
10 8.2 billing of Cost

11 Consultant shall bill District for hours directly spent on
12 Contract work by its personnel multiplied by their actual hourly
13 rates. Other direct costs incurred in Contract work, shall be
14 billed, to the extent that they are allowable in Attachment "D".
15 The final authority for allowability of costs shall be FPR
16 41-1-15.2.

17 8.3 Overhead and General and Administrative (G&A) Expense Rates

18 Consultant shall bill at provisional overhead and G & A expense
19 rates agreed to by District, following pre-award audit of
20 Consultant's cost proposal. Should Consultant have reason to
21 believe that either or both of these rates may change, it shall
22 promptly notify District, and shall submit substantiation of such
23 change. Consultant may bill at revised rates, provided that
24 District shall have the right to conduct an audit review of such
25 revised rates and to dispute them if, in District's opinion, they
26 are unreasonable or substantiation is insufficient.

27 All provisional rates shall be adjusted to actual rates
28 pursuant to the audit provisions of this Contract, and the final

1 5.0 TERM, SCHEDULE AND EXCUSABLE DELAYS

2 5.1 Term

3 Following execution of this Contract, Consultant shall
4 commence performance of the Services upon receipt of "Notice to
5 Proceed" from District. The initial term shall commence with the
6 Notice to Proceed, and shall last for two years.

7 At District's option, and subject to negotiation of
8 additional payments, this Contract shall be annually renewable
9 throughout the Project construction period.

10 5.2 Schedule

11 Consultant shall perform its Services in accordance with the
12 schedule set forth in Attachment "B", except as otherwise modified
13 in accordance with Article 4 of this Contract.

14 5.3 Excusable Delays

15 Neither party hereto shall be considered in default in the
16 performance of its obligations with respect to time of performance,
17 to the extent that the performance of any such obligation is
18 prevented or delayed by an excusable delay. Should Consultant's
19 services be delayed by an excusable cause, Consultant's schedule for
20 completion of tasks affected by such delay may be extended, if
21 necessary, as may be agreed in writing between the parties.
22 Excusable delays may include, but are not limited to, Acts of God or
23 of the public enemy, acts or failures to act of other government
24 agencies or District in either their sovereign or contractual
25 capacities; fires, floods, epidemics, quarantine restrictions,
26 strikes, freight embargoes, and unusually severe weather; but, in
27 every case, the failure to perform must be reasonably beyond the
28 control, and without the fault or negligence of, Consultant.

1 payment shall be adjusted to reconcile cumulative payments with
2 actual rates.

3 8.4 Billing of Fixed Fee and Retention

4 Consultant shall bill the Fixed Fee in proportion to the
5 actual cost billed. District shall retain fifteen (15) percent of
6 the billed Fixed Fee until completion of Consultant's work under
7 this Contract and completion of final audit.

8 8.5 Invoicing

9 Consultant shall invoice District monthly for costs incurred
10 and fee earned under this Contract. Invoices shall itemize all
11 charges which shall be identified by applicable Work Breakdown
12 Structure (WBS) codes. Such codes shall be furnished by District to
13 Consultant. Invoices shall, furthermore, contain such supporting
14 documentation as District may require. The derivation of all totals
15 and sub-totals shall be patent on the face of the invoice.

16 Invoices shall be submitted in signed original on consultant
17 letterhead, plus two copies, to the following address:

18 SOUTHERN CALIFORNIA RAPID
19 TRANSIT DISTRICT
20 Accounts Payable
21 P.O. Box 2296
Terminal Annex
Los Angeles, CA 90051

22 8.6 Progress Reporting

23 Each invoice shall be accompanied or preceded by a statement
24 of services performed during the preceding month.

25 8.7 District Payment and Disallowance of Cost Items

26 District shall make payment on all properly computed and
27 allowable charges within thirty days of receipt of invoice.

28 Should District dispute any billed item, it shall deduct such

1 item, and portion of fee, from the total and make payment on the
2 remainder. District shall promptly notify Consultant's Project
3 Director of deducted cost items and cite reasons therefor. Should
4 Consultant subsequently justify a disputed cost item to District, it
5 may re-bill such item, and apportioned fee, in a special invoice or
6 as an item in the next regular monthly invoice.

7 9.0 INSURANCE

8 9.1 Type of Insurance

9 Consultant and Consultant's subcontractors shall provide
10 District current Certificates of Insurance, which shall be
11 maintained throughout the Term of this Contract:

12 (a) worker's Compensation Insurance (statutory) plus
13 \$100,000 Employer's Liability.

14 (b) Comprehensive General Liability for Bodily
15 Injury and Property Damage with a combined
16 single limit of \$5,000,000 per occurrence.

17 (c) Professional Liability Errors and Omissions
18 Insurance with limits of \$5,000,000 per
19 occurrence.

20 (d) Automobile Liability Insurance for bodily injury
21 and property damage for all owned, non-owned and
22 hired vehicles with combined single limits of
23 \$1,000,000.00 per occurrence.

24 Upon execution of this Contract, and prior to commencing any
25 services, Consultant shall furnish District, for itself and for all
26 of its subcontractors, certificates of the above insurance coverage.
27 Such certificates shall furthermore:

28 ///

- 1 (a) Name District as additional insured;
- 2 (b) Contain language to the effect that Consultant's
- 3 (subcontractor's) insurance is primary over any
- 4 insurance, including self-insurance, which is,
- 5 or may be, carried by District; and
- 6 (c) Provide for a 30-day advance notice of
- 7 cancellation to District.

8 10.0 OWNERSHIP OF DOCUMENTS

9 Originals of all documents, including but not limited to

10 manuals, surveys, specifications, maps, photographs, videotapes,

11 reports or estimates pertaining to the Services performed under this

12 Contract shall become the property of District. Copies may be made

13 for Consultant's records, but shall not be furnished to others

14 without prior written authorization from District, except in the

15 performance of the Services of this Contract. Consultant shall not

16 be responsible for (1) use of any of its work products by any entity

17 not in privity of Contract with District or (2) use of such work

18 products for any project other than the Metro Rail Project.

19 Title to all property furnished by District to Consultant for

20 Consultant's use in carrying out its Services hereunder shall remain

21 with District.

22 11.0 IDENTIFICATION OF DOCUMENTS

23 All reports, maps, manuals, specifications and other

24 documents completed under this Contract, other than documents

25 exclusively for internal use by District or Consultant, shall bear

26 the name of the Southern California Rapid Transit District, together

27 with date (month and year) and, furthermore, shall carry the

28 following notation on the front cover or title page (or, in the case

1 of maps, in the same block containing the name of District):

2 "The preparation of this (report, map, manual,
3 etc.) has been financed in part through a grant
4 from the U.S. Department of Transportation,
5 Urban Mass Transportation Administration, under
6 the Urban Mass Transportation Act of 1964, as
7 amended."

8 12.0 COPYRIGHT - PATENT

9 No report, maps, other documents, articles or devices,
10 developed or produced in whole or in part under this Contract shall
11 be the subject of any application for copyright or patent by or on
12 behalf of Consultant or any of its employees or subcontractors.

13 13.0 ADDITIONAL TERMS AND CONDITIONS

14 13.1 Audit and Inspection

15 Consultant shall permit the authorized representatives of
16 District, the State of California, the U.S. Department of
17 Transportation, the Los Angeles County Transportation Commission and
18 the Comptroller General of the United States to inspect and audit
19 all records of Consultant relating to its performance and the
20 performance of any subcontractors under this Contract from the
21 effective date of Contract through and until expiration of three
22 years after completion of Services performed hereunder. Consultant
23 agrees to keep and maintain records showing actual time devoted and
24 all costs incurred in the performance of the Contract Services for a
25 period of 3 years from the accepted completion date. Consultant's
26 subcontracts shall also include provisions for such audit. For
27 purposes of audit, the date of completion of performance of Services
28 under this Contract shall be the date of District's payment for

1 Consultant's final billing (as so noted on the invoice) for costs
2 and fixed fee or a period of 90 days from the date of District's
3 Notice of Final Acceptance, as defined in Article 13 herein,
4 whichever date is earlier. Final billings shall be based on audited
5 overhead rates.

6 13.2 Prohibited Interests

7 No member, officer or employee of District or of a local
8 public body during his/her tenure, or for one year thereafter, shall
9 have any interest, direct or indirect, in this Contract or the
10 proceeds thereof. To District's or Consultant's knowledge, no board
11 member, officer or employee of District has any interest, whether
12 contractual, non-contractual, financial or otherwise, in this
13 transaction or in the business of Consultant; and if any interest
14 comes to the knowledge of either party at any time, a full and
15 complete disclosure of all such information shall be made in writing
16 to the other party, even if such interest would not be considered a
17 conflict under Article 4 of Division 4 (commencing with Section
18 87100) of the Government Code of the State of California.

19 13.3 Equal Employment Opportunity

20 In connection with the performance of Services under this
21 Contract, Consultant shall not discriminate against any employee or
22 applicant for employment because of race, religion, color, sex or
23 national origin. Consultant shall take affirmative action to insure
24 that applicants for employment and all employees hired are treated
25 without regard to their race, religion, color, sex or national
26 origin. Such action shall include, but shall not be limited to, the
27 following: employment, upgrading, demotion or transfer; recruitment
28 or recruitment advertising; layoff or termination; rates of pay or

1 other forms of compensation; and selection for training, including
2 apprenticeship.

3 13.4 Termination

4 13.4.1 Termination for Convenience

5 District may terminate this Contract, in whole or in part, at
6 any time by giving Consultant a written Notice of Termination for
7 Convenience making reference to this provision. Termination shall
8 be effective upon Consultant's receipt of such Notice, unless
9 another date is specified in the Notice. In the event of
10 termination for convenience, Consultant shall be paid all of its
11 allowable costs, and apportioned fee, up to date of termination,
12 plus any costs of demobilization.

13 13.4.2 Termination for Default

14 District may terminate this Contract for default in the event
15 that Consultant fails to perform according to the Contract terms and
16 conditions. In the event Consultant fails to perform according to
17 Contract terms and conditions, District shall furnish Consultant a
18 written "Cure Notice" citing the grounds for termination, and giving
19 Consultant 10 days to correct performance to District's
20 satisfaction. Should Consultant fail to correct performance,
21 District shall terminate this Contract for Default by giving
22 Consultant written Notice of Termination for Default. In the event
23 of termination for default, Consultant shall be liable for all
24 additional costs to District which may arise from obtaining the
25 Contract services from another source.

26 13.4.3 Rules Governing Termination

27 The rules governing termination for convenience or for
28 default shall be 41 CFR, 1-8.702, all of the provisions of which

1 are incorporated into this Contract by reference, as though fully
2 set forth, except that the word "Government" shall be read to mean
3 "District", and the word "Contractor" shall be read to mean
4 "Consultant".

5 13.5 Confidentiality and Disclosure of Information

6 Any reports, data, or other information given to, prepared,
7 or assembled by Consultant under this Contract shall be kept as
8 confidential and shall not be made available to any individual or
9 organization by Consultant without the prior written approval of
10 District.

11 District and Consultant mutually acknowledge the sensitivity
12 of the data and information used in performing the Services
13 hereunder, and recognize the obligation under Federal and State law
14 to disclose findings of certain publicly financed work, when
15 requested to do so by another public agency or a member of the
16 general public. Any disclosures, either initiated by Consultant or
17 upon request by a third party, except those which might be made
18 under oath in a court of law, or administrative or legislative
19 hearing, shall be the responsibility of District, and Consultant
20 shall refer any request for disclosure to District's Contracting
21 Officer and Program Manager.

22 13.6 Assignment

23 Consultant shall not assign its interest in this Contract
24 without prior written consent of District.

25 13.7 Covenant Against Contingent Fees

26 Consultant warrants that no person or selling agency has been
27 employed or retained to solicit or secure this Contract upon an
28 agreement or understanding of a commission percentage, brokerage, or

1 contingent fee, excepting bona fide employees or bona fide
2 established commercial or selling agencies maintained by Consultant
3 for the purpose of securing business.

4 14.0 INDEMNITY

5 Consultant shall indemnify and hold the U.S. Government,
6 District, and District's officers, agents and employees harmless
7 from and against all claims, losses, actions and expenses (including
8 attorney's fees) on account of bodily injury to, or death of, any
9 person (including employees, agents or authorized representatives of
10 District) or for damage to property (including property of District)
11 resulting from the acts, errors or omissions of Consultant, its
12 employees, agents or subcontractors in the performance of Services
13 under this Contract.

14 15.0 NOTICES

15 All notices required or permitted under this Contract shall
16 be considered as duly given to any party only if given in writing
17 and hand delivered; or if sent by registered mail, postage prepaid
18 and return receipt requested; or if sent by telex, telegram, TWX or
19 cable and also confirmed by registered mail, postage prepaid and
20 return receipt requested, to the address set forth below, or to
21 such other addresses as may be designated by Change Order. All
22 notices shall be effective upon first receipt, unless otherwise
23 specified herein.

24 Notice shall be sent to:

25 Southern California Rapid Transit District
26 124 West 4th Street
27 Los Angeles, CA 90013
28 Attention: Director, Office of Contracts
Procurements and Materiel

///

1 16.0 GOVERNING LAW

2 This Contract shall be governed by and construed in
3 accordance with the laws of the State of California.

4 17.0 EXTENT OF AGREEMENT

5 This Contract contains all of the promises, representations,
6 and understandings of the parties hereto, and supersedes any
7 previous understandings, commitments, proposals, or agreements,
8 whether oral or written.

9 18.0 SEVERABILITY

10 In the event that any term or provision of this Contract is
11 held to be illegal, invalid, or unenforceable under any applicable
12 constitution, statute, regulation, or ordinance, such term or
13 provision shall be deemed severed from this Contract and the
14 remaining terms and provisions shall remain unaffected thereby and
15 continue in full force.

16 19.0 RELATIONSHIP OF PARTIES

17 Consultant's relationship to the District shall be that of an
18 independent contractor.

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1 20.0 DISTRICT'S CONTRACTING OFFICER

2 District's Contracting Officer shall be the General Manager,
3 Southern California Rapid Transit District.

4

5

(Consultant

SOUTHERN CALIFORNIA RAPID
TRANSIT DISTRICT

6

7

8

BY _____
(Signature)

John A. Dyer
General Manager

9

10

11

(Print or Type Name)

DATE: _____

12

13

(Title)

APPROVED AS TO FORM:

14

15

Counsel

16

17

DATE: _____
C(11)28

DATE: _____

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S A F E T Y R E S P O N S I B I L I T I E S

Construction Manager	Insurance Administrator	District Safety
Develop, implement and maintain an effective project-wide Safety Program.	Assist contractors in the program development efforts. Review and approve project-wide Safety Program. Monitor safety programs and prepare monthly reports on program results.	Monitor effectiveness of Safety Program.
Reinforce Loss Control Program by implementing actions identified by IA; and enforcing loss control.	Evaluate level of on-site safety supervision and control provided by contractors, safety superintendents, supervising, etc. Recommend changes for improving safety or meeting regulatory safety compliance.	Support actions executed by IA or CM related to safety enforcement. Monitor enforcement activities to ensure conformance with District requirements.
Develop Emergency Response Procedures and provide personnel training and equipment as necessary to handle on-site emergencies.	Assist in the development of Emergency Response activities; participate in training sessions and drills; ensure District liability is minimized by appropriate emergency response procedures. Provide Program Status Reports.	Oversee Emergency Preparedness activities to ensure consistency and conformance with District requirements.
Conduct pre-construction surveys with each engineering consultant to identify special hazards, coordinate control measures and document pre/post construction conditions.	Support and participate in pre-construction surveys to identify, record and catalogue pre-existing conditions in order to minimize District's liability on future claims.	Review pre-construction surveys.
Perform on-site safety, quality control and environmental tests and inspections.	Provide support inspection services to CM and review inspection reports to ensure consistency with Loss Control Program.	Audit inspection records and review inspection reports for conformance with regulations and District requirements.