

Los Angeles County
Metropolitan Transportation Authority

Metro I-110 ExpressLanes South Bay Outreach Program Services

CONTRACT No.
PS2999500

Issued: 06.22.15



Metro

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* All Articles, Subarticles, or portions of the Contract noted by an asterisk (*) shall be included in (flow-down to) all Subcontracts of any tier.

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LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. PS2999500

METRO I-110 EXPRESSLANES SOUTH BAY OUTREACH PROGRAM SERVICES

FIRM FIXED PRICE EZ FORM SERVICES CONTRACT

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

JULY 1, 2015

EFFECTIVE DATE

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
FIRM FIXED PRICE EZ FORM SERVICES CONTRACT**

CONTRACT NO: PS2999500

Between

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952**

and

SOUTH BAY CITIES COUNCIL OF GOVERNMENT

METRO I-110 EXPRESSLANES SOUTH BAY OUTREACH PROGRAM SERVICES

This state/locally funded Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (Metro), and the South Bay Cities Council of Government (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

- A. This Contract includes this Form of Contract, the Contract Documents listed in Section B, and all Attachments, all of which are incorporated herein and made a part of this Contract. **PLEASE READ ALL CONTRACT DOCUMENTS; THEY ALL APPLY.**

- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:
 - 1. Form of Contract
 - 2. Regulatory Requirements (Pro Form 039, Dated 03/30/15)
 - 3. Special Provisions (Pro Form 089, Dated 04/20/15)
 - 4. General Conditions, (Pro Form 103, Dated 07/01/09)
 - 5. Statement of Work (SOW 9500) (Dated 06/17/15)

- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

ARTICLE II: COMPENSATION

- A. Contract Price. In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, Metro will pay the Contractor the Contract Price of \$48,000 as provided in this Article.
- B. Payment Schedule. Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon the following Payment Schedule:

\$4,000 per month for 12 months = \$48,000

- C. Invoicing. The Contractor shall submit an original and two copies of each invoice. Each invoice shall include the date, contract number, and description of the work completed. The Contractor shall also submit a Certification for Request for Payment attached as Exhibit 1. Metro shall pay the Contractor within thirty (30) days after the receipt of an acceptable invoice. Invoices shall be mailed to the Metro as follows:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
Contract No. **PS2999500**

The Application for Final Payment shall be marked **FINAL** and a copy sent to the Metro's Authorized Representative.

Effective January 1, 2009, Metro started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If you have not already done so, you will be required to sign up for EFT, unless you request a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

ARTICLE III: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Period of Performance of this Contract shall begin on July 1, 2015 (hereinafter "Commencement Date"). Contractor shall complete all Work under the Contract by June 30, 2016 (hereinafter "Completion Date"), unless this Contract is terminated earlier or extended by the Metro, in writing, as provided in the Contract.

ARTICLE IV: SBE PARTICIPATION

No SBE goal has been recommended for this contract.

ARTICLE V: INSURANCE

Please see Exhibit 2.

ARTICLE VI: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitute the complete and entire agreement between Metro and Contractor and supersede any prior representations, understandings, communications, agreements or proposals, oral or written.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
20285 S. WESTERN AVE., #100
TORRANCE, CA 90501
????EMAIL ADDRESS
(310) 371-7222

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

PHILLIP A. WASHINGTON
CHIEF EXECUTIVE OFFICER

BY: _____

SIGNATURE OF AUTHORIZED OFFICIAL

BY: _____
(PRINT OR TYPE NAME)

DATE

TITLE

DATE

TAX ID NO.: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By _____
Deputy

PS2999500
Metro I-110 ExpressLanes South Bay Outreach Program Services

EXHIBIT 1 - PAYMENT CERTIFICATION

1. I hereby certify to the best of my knowledge and belief that:
 - A. This Payment Request represents a true and correct statement of the Work performed;
 - B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and
 - C. All Subcontractors and/or Suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from Metro.

2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to Metro a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which Metro may have either under contract or law.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

EXHIBIT 2 – INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, or damages in property that may arise from or in connection with the performance of the work hereunder by the Contractor, agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001)
2. Insurance Services Office form number CA0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance and Employer's Liability.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit or \$2,000,000. Products/Completed Operations aggregate shall apply separately to this contract/agreement or the aggregate limit shall be twice the required per occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation to comply with California's statutory requirements. Policy shall also include Employer's Liability in an amount no less than \$1,000,000.

OTHER INSURANCE PROVISIONS

The insurance policies required per the terms of the contract are to contain, or be endorsed to contain, the following provisions:

1. Los Angeles County Transportation Authority (LACMTA), its subsidiaries, officials and employees are to be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned leased, hired or borrowed by the Contractor. The general liability coverage shall also include contractual, personal injury, independent contractors and broad form property damage liability. The coverage shall contain no special limitations on the scope of protection afforded to LACMTA, its subsidiaries, officials and employees.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects LACMTA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by LACMTA shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to LACMTA, its subsidiaries, officials and employees.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to LACMTA.
6. Workers' Compensation and Employer's Liability policies shall provide a waiver of subrogation in favor of LACMTA.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to, and amounts over \$25,000 approved by LACMTA.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by LACMTA.

VERIFICATION OF COVERAGE

Contractor shall furnish LACMTA with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by LACMTA before work commences. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. If requested by LACMTA, the Contractor shall submit copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

REGULATORY REQUIREMENTS

RR-01 ADMINISTRATIVE CODE *

A. Applicability

This Article applies to all contracts.

B. Metro Administrative Code

Contractor warrants and represents that it has read and understands Title 4, Procurement, and Title 5, Ethics, of the [Metro Administrative Code](#) (hereinafter "Administrative Code" - available at [www.metro.net/images/MTA Administrative Code Enactment.pdf](http://www.metro.net/images/MTA_Administrative_Code_Enactment.pdf)), and will comply with each and every one of those requirements in accordance with their terms to the extent that they are applicable to contractors doing business with Metro. All definitions used in the Administrative Code are hereby incorporated herein as though fully set forth.

Without reducing or affecting its obligation to comply with any and all provision of the Administrative Code, as applicable, Contractor specifically warrants, represents and covenants that it will:

1. Comply with:
 - a. Chapter 5-20, Contractor Code of Conduct;
 - b. Chapter 5-25, Lobbying the Metro; and
 - c. Chapter 5-35, Metro Conflict of Interest Code, and
2. Not induce, attempt to induce, or solicit:
 - a. Board members to violate Chapter 5-10;
 - b. Metro employees to violate Chapter 5-15;
 - c. Metro Financial employees to violate Chapter 5-30: or
 - d. Either Board members, Metro employees or Metro Financial employees to violate any other provision of the Administrative Code.

C. Compliance with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

1. Contractor shall not cause or permit any member, officer, or employee of Metro to have any financial interest in the Contract;
2. Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with Metro;
3. Contractor warrants and represents that to its knowledge no Board member, officer, or employee of Metro has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to Metro.

D. Campaign Contributions

Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of Metro's Board of Directors in violation of the California Government Code §§84300 et seq or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

E. Environmental Management System (EMS) Policy

Contractor represents that during the performance of the Contract it will assist Metro in achieving the principles of Metro's EMS Policy, available at [Environmental Management System \(EMS\) Policy](#) and Contractor further commits that it shall adhere to the applicable EMS Policy principles in its choice of means and methods in the performance of the Work.

RR-02 DISCRIMINATION *

A. Applicability

This Article applies to all contracts.

- B.** In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

RR-03 WHISTLEBLOWER REQUIREMENTS *

A. Applicability

This Article applies to all contracts.

- B. Contractor shall not adopt any rule, regulation or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code §1101 et. seq.

RR-04 PUBLIC RECORDS ACT *

A. Applicability

This Article applies to all contracts.

- B. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of Metro's business, including all information and documents submitted by Contractor ("**Records**"), shall become the exclusive property of Metro and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). Metro's use and disclosure of its records are governed by this Act. Metro will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to Metro. Metro will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
- C. In the event of litigation concerning the disclosure of any Records, Metro's sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold Metro harmless from all costs and expenses including attorney's fees in connection with any such action.

RR-05 ACCESS TO RECORDS

A. Applicability

This Article applies to all federally funded contracts.

- B. Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or the FTA's authorized representatives, including any FTA Project Management Oversight Contractor, access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is

receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- C. If this Contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) and was entered in to through other than competitive bidding, the Contractor shall make records related to this Contract available to Metro, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. Contractor shall permit any of the foregoing parties to reproduce without any cost by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

RR-06

FEDERAL FUNDING, INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS, AND FEDERAL CHANGES*

A. Applicability

This Article applies to all federally funded contracts.

- B. This Contract includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 (including any changes, revisions or successor circulars) is automatically hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

This Contract is subject to a financial assistance agreement between Metro and the Federal Transit Administration of the US Department of Transportation and all laws, regulations, guidelines, and provisions of the financial assistance agreement apply to this Contract and are incorporated by reference as if fully set forth herein.

- C. Contractor shall at all times comply with all applicable federal laws and regulations, including without limitation FTA regulations, policies, procedures and directives, including those listed directly or by reference in Applicable Grant Agreements between Metro and FTA, as they may be amended or

promulgated from time to time during the term of this Contract collectively "Federal Requirements". These Federal Requirements may change and the changed Federal Requirements will apply to this Contract as required unless the Federal Government determines otherwise. Contractor's failure to so comply with the Federal Requirements shall constitute a material breach of this Contract.

RR-07 ENERGY CONSERVATION REQUIREMENTS

A. Applicability

This Article applies to all federally funded contracts.

- B.** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 USC §6321 et seq.

RR-08 CIVIL RIGHTS REQUIREMENTS *

A. Applicability

This Article applies to all federally funded contracts.

- B.** Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor shall comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

C. Equal Employment Opportunity

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor shall comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor shall comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor shall refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor shall comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor shall comply with any implementing requirements FTA may issue.

RR-09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES *

A. Applicability

This Article applies to all federally funded contracts.

- B.** Notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to Metro, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from this Contract.

Contractor shall include this Article in each Subcontract and shall not modify the Article, except to identify the Subcontractor who will be subject to its provisions.

RR-10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS *

A. Applicability

This Article applies to all federally funded contracts.

- B.** The provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, shall apply to actions pertaining to

this Contract. Upon execution of this Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- C. Contractor also acknowledges that this Contract is connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307 and if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- D. Contractor shall include this Article in each subcontract financed in whole or in part with Federal assistance provided by FTA. Contractor shall not modify the Article, except to identify the Subcontractor who will be subject to the provisions.

RR-11 SUSPENSION AND DEBARMENT*

A. Applicability

This article applies to federally funded contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

- B. This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor shall verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor shall comply with 49 CFR 29, Subpart C and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

- C. By entering into this Contract, Contractor certifies that it shall comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Contract.

This certification is a material representation of fact relied upon by Metro. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment .

RR-12 RECYCLED PRODUCTS

A. Applicability

This Article applies to federally funded operations/management, construction, or materials & supplies contracts for items designated by the Environmental Protection Agency, when procuring \$10,000 or more per year.

- B.** To the extent practicable and economically feasible, a competitive preference shall be given for products and services that conserve natural resources and protect the environment and are energy efficient.

RR-13 CLEAN WATER AND CLEAN AIR REQUIREMENTS*

A. Applicability

This Article applies to all federally funded contracts over \$100,000.

B. CLEAN WATER REQUIREMENTS

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and all applicable clean water standards of the State of California and any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office, and all other agencies having jurisdiction.

C. CLEAN AIR

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and all applicable Clean Air Standards of the State of California or any state or local agency having jurisdiction. Contractor shall report each violation to Metro. Metro will, in turn, report each violation as required to FTA, the appropriate EPA Regional Office and all other agencies having jurisdiction.

RR-14 COMPLIANCE WITH FEDERAL LOBBYING POLICY *

A. Applicability

The following Article applies to federally funded contracts over \$100,000.

- B.** The Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, requires that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, attached hereto as the certification entitled, "Certification of Compliance with Federal Lobbying Requirements." As set forth in the certifications, each tier of subcontractors shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer

or employee of any agency, a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded from tier to tier up to Metro.

RR-15 BUY AMERICA *

A. Applicability

The following Article applies to federally funded rolling stock purchase and construction contracts over \$100,000 and to contracts over \$100,000 for materials & supplies for steel, iron, or manufactured products.

- B.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

Metro may investigate Contractor's, any Subcontractor's, and any Supplier's compliance with this Article. If an investigation is initiated, Contractor, Subcontractor, or Supplier shall document its compliance, in accordance with 49 CFR 661.15, and cooperate with the investigation. Contractor shall incorporate the Buy America conditions set forth in this Article in every subcontract or purchase order and shall enforce such conditions.

RR-16 CARGO PREFERENCE*

A. Applicability

The following Article applies to federally funded contracts involving equipment, materials, or commodities which may be transported by ocean vessels

B. USE OF UNITED STATES FLAG VESSELS

Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels

Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading

in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Metro (through Contractor in the case of a subcontractor's bill-of-lading.)

Contractor shall include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

RR-17 FLY AMERICA

A. Applicability

This Article applies to federally funded contracts if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air.

- B.** Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RR-18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT *

A. Applicability

This Article applies to federally funded construction contracts over \$100,000 (including ferry vessels), rolling stock purchases over \$100,000 and to operations/management contracts over \$100,000 (except transportation services)

- B.** Pursuant to the Labor Standards Provisions Applicable to Non-construction Contracts subject to the Federal Contract Work Hours and Safety Standards Act, 40 U.S.C.A. § 327 through 332 as implemented by U.S. Department of Labor regulations, 29 CFR 5.5 (b) and (c) Contractor and Subcontractor’s contracting for any part of the Contract work shall comply with the following:

- 1. Overtime requirements** – Neither Contractor nor any Subcontractor contracting for any part of the Contract work that requires or involves the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2. Violation; liability for unpaid wages; liquidated damages** – In the event of any violation of the Article set forth in paragraph 1 of this Section Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the Article set forth in paragraph 1 of this Section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the Article set forth in paragraph 1 of this Section.
- 3. Withholding for unpaid wages and liquidated damages** – Metro shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or Subcontractor under the Contract or any other Federal contract with Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the Article set forth in paragraph 2 of this Section.
- 4. Subcontracts** – Contractor or Subcontractor shall insert in any Subcontracts the Articles set forth in this Section and also a Article requiring the Subcontractors to include these Articles in any lower tier Subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the Articles set forth in this Section.
- 5. Payrolls and basic records** – The records to be maintained hereinabove shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by Metro and U.S. Dept. of Labor. Contractor and Subcontractor shall maintain payrolls and basic records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid.

RR-19**SEISMIC SAFETY****A. Applicability**

This Article applies to federally funded Architect & Engineer contracts for the design of new buildings or additions to existing buildings and to contracts for the construction of new buildings or additions to existing buildings.

- B.** Any new building or addition to an existing building shall be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and Contractor shall certify to compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a Subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

RR-20**ADA ACCESS****A. Applicability**

This Article applies to federally funded Architect & Engineer, Operations/Management, Rolling Stock Purchase, and Construction contracts

B. Access Requirements for Persons with Disabilities

Contractor shall comply with:

1. The requirements of 49 U.S.C. § 5301(d), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy;
2. All applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act;
4. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act; and
5. All applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- (11) Any implementing requirements FTA may issue.

RR-21 ALCOHOL AND DRUG-FREE WORKPLACE PROGRAM *

A. Applicability

This Article applies to federally funded contracts for transit operations.

B. FTA Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations Regulations

Contractor and its Subcontractors shall comply with the FTA anti-drug and alcohol misuse regulations (49 CFR Part 655) and the U.S. Department of Transportation (DOT) Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) to the full extent that they are, by their terms, applicable to Contractor and its Subcontractors. The regulations apply to all “contractors” that have “covered employees” that perform “safety sensitive functions” as those terms are defined in the regulations.

C. Certificate of Compliance

The CERTIFICATE OF COMPLIANCE WITH 49 CFR PARTS 655, PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT, submitted by Contractor prior to award, is incorporated as part of the Contract Documents.

D. Drug and Alcohol Testing Program

In the event that any part of the Work under this Contract falls within the scope of 49 CFR Part 655, Contractor, and its Subcontractors (as applicable), shall implement all programs required under the regulations, including without limitation, a Drug and Alcohol Testing Program and an anti-drug use and alcohol misuse program, in full compliance with the regulations.

E. Alcohol and Drug Free Workplace Program

In addition to the above, for Work performed on Metro property, Contractor shall provide an Alcohol and Drug-free Workplace Program in accordance with FTA requirements found at <http://transit-safety.volpe.dot.gov/Safety/DATesting.asp>.

RR-22 TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS *

A. Applicability

Subject to the limitations in Sections B, C and D, this Article applies if this Contract involves transit operations to be performed by employees of a Contractor recognized by FTA to be a transit operator, and if FTA has determined that it is financed in whole or in part with Federal assistance.

B. General Transit Employee Protective Requirements

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance (other than Federal assistance authorized by 49 U.S.C. § 5310(a)(2) or 49 U.S.C. § 5311), and if the U.S. Secretary of Transportation has determined that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under this Contract, then Contractor shall perform the transit operations work under the Contract in compliance with terms and conditions, (a) determined

by the U.S. Secretary of Labor to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“U. S. DOL”) guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in a U. S. DOL letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for Metro under the Contract, Contractor shall perform the Work in compliance with the terms and conditions determined, (a) by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto, and (b) stated in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the applicable Grant Agreement or Cooperative Agreement with Metro, and which is incorporated in the Form of Contract as a Contract Document entitled “U. S. DOL Certification”.

D. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas

If FTA has determined that this Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor shall comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

E. Indemnity

Contractor shall defend, indemnify and hold harmless Metro, and its Board Members, employees and agents from and against all liability, claims, demands actions, costs, judgments, penalties, damages, losses and expenses arising out of or in connection with Contractor’s failure to comply with or failure to carry out its responsibilities under all applicable provisions of Sections B, C and D of this Article.

RR-23 CHARTER SERVICE OPERATIONS

A. Applicability

This Article applies to federally funded Operational Service Contracts.

- B. Contractor shall comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

RR-24 SCHOOL BUS REQUIREMENTS

A. Applicability

This Article applies to federally funded Operational Service Contracts

- B. Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

RR-25 FEDERAL PATENT AND DATA RIGHTS*

A. Applicability

This Article applies to each contract involving experimental, developmental or research work and for which the purpose of the FTA grant is to finance the development of a product or information.

B. Subject Data

The term "Subject Data" used in this Article means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "Subject Data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

C. Restrictions on Subject Data

The following restrictions apply to all Subject Data first produced in the performance of the Contract:

1. Except for its own internal use, metro or Contractor may not publish or reproduce Subject Data in whole or in part, or in any manner or form, nor may metro or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Subject Data or copyright described in subparagraphs C.2(a) and C.2(b) of this Paragraph C.2. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - (a) Any Subject Data developed under the Contract, whether or not a copyright has been obtained; and
 - (b) Any rights of copyright purchased by metro or Contractor using Federal assistance in whole or in part provided by FTA.
3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Metro and Contractor performing experimental, developmental, or research work required by the Contract shall permit FTA to make available to the public, either FTA's license in the copyright to any Subject Data developed in the course of the Contract, or a copy of the Subject Data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become Subject Data and shall be delivered as the Federal Government may direct. This Paragraph C.3 shall not apply to adaptations of automatic data processing equipment or programs for Metro's or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
4. Unless prohibited by state law, upon request by the Federal Government, Metro and Contractor shall indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Metro or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Neither Metro nor Contractor shall be required to indemnify the Federal Government for any such liability

arising out of the wrongful act of any employee, official, or agent of the Federal Government

5. Nothing contained in this Article shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
6. Data developed by Metro or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the Contract is exempt from the requirements of Paragraphs 2, 3, and 4 of this Article, provided that Metro or Contractor identifies that data in writing at the time of delivery of the Contract Work.

D. Patent Rights

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Metro and Contractor shall take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

E. Provision of Rights in Invention to Federal Government

Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Metro and Contractor shall take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

RR-26

PUBLIC WORKS CONTRACT REGISTRATION LAW

This Contract is subject to the provision of California Law regarding Public Works, including, but not limited to California Labor Code. Among other things, the Legislature has established a public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.

Contractors seeking to perform work on Metro's state/local and federally funded public works contracts are now subject to registration requirements in order to bid or perform work on state and local public works projects (as defined under the Labor Code).

Contractors must meet a set of minimum qualifications to be registered as eligible to bid and work on state and local public works projects. Those qualifications are currently:

- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty (See L.C. Section 1725.5 for current requirements).

Metro shall not accept any bid nor award any contract without proof of the contractor's and subcontractor's current registration.

The California Department of Industrial Relations (DIR) will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.

This Contract is subject to compliance monitoring and enforcement by the DIR.

Contractors and subcontractors on *all* public works projects will be required to submit electronic certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement. Contractor and subcontractors are still required to submit CPRs directly to Metro, as well.

Prime contractors will be required to ensure that their subcontractors subject to this requirement are properly registered with the DIR.

END OF REGULATORY REQUIREMENTS

SPECIAL PROVISIONS (SERVICES)

All Articles, Subarticles, or portions of the Contract noted by a asterisk (*) shall be included in all Subcontracts of any tier.

SP-01 SBE/DVBE PARTICIPATION

SBE/DVBE goal for this procurement was not recommended for participation of SBE/DVBE firms because of insufficient SBE/DVBE availability or lack of identified subcontract opportunities. However, pursuant to the SBE/DVBE Program, if the Contractor utilizes the services of subcontractors, the Contractor is shall afford maximum opportunities to SBE/DVBE firms in all subcontract and supply service areas. When requested by LACMTA, the Contractor shall submit documentation to satisfy LACMTA that efforts were made to utilize SBE/DVBE firms throughout the life of the Contract.

SP-02 ORGANIZATIONAL CONFLICTS OF INTEREST*

This Contract is subject to the restrictions against organizational conflicts of interest promulgated by the Federal Transit Administration in FTA Circular 4220.1F dated November 1, 2008 or successor circulars. Contractor and its Subcontractors shall at all times comply with such restriction in connection with the Services it provides to and on behalf of LACMTA. Without limiting the generality of the foregoing, Contractor shall not provide Services to LACMTA, under this Contract, which would constitute or create an organizational conflict of interest, including but not limited to any of the following that could result in a lack of impartiality or impaired objectivity, unequal access to information, and biased ground rules, for this Contract or any other contract for LACMTA:

- A. **Influenced Specifications or Statement of Work**
The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, has been relied upon in establishing, or significantly influenced, the specifications or Statement of Services under this Contract.
- B. **Opportunity to Create Contracting Opportunities**
The Contractor's prior work product, whether it is performed on behalf of LACMTA or another public or private entity, afforded an opportunity for the Contractor to make or influence findings with respect to this Contract.
- C. **Evaluation of Prior Work Product**
The Contractor would be in position to evaluate its own prior work product as part of this Contract, whether the prior work product is performed on behalf of LACMTA or another public or private entity; or as part of this Contract the Contractor would be in a position to assess its prior work product whether or not it was performed on behalf of LACMTA or another public or private entity.
- D. **Access to Information**

The Contractor received confidential or other information as part of the services performed for LACMTA or another public or private entity which provides the Contractor with an unfair competitive advantage to obtain this Contract or another contract with LACMTA.

SP-03 NOTICES AND SERVICE THEREOF*

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

- B. Notices shall not be effective for any purpose whatever unless enclosed in a sealed envelope and transmitted by registered mail or any certifiable delivery service addressed to:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2952

Attention: Samira Baghdikian
Contract No. PS2999500

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

Jacki Bacharach
Executive Director
South Bay Cities COG
20285 S. Western Ave., #100
Torrance, CA 90501

- D. Any Notice of changes of address shall be given according to the provisions of this Special Provision.

SP-04 APPROVED SUBCONTRACTORS AND SUPPLIERS* N/A

SP-05 RELEASE OF INFORMATION*

The Contractor shall not publish information or technical data acquired or generated by the Contractor in performing the Contract until such time as such information or technical data is released in published reports by the Los Angeles County Metropolitan Transportation Authority (Metro).

**SP-06 ORDERING (FOR INDEFINITE DELIVERY/QUANTITY CONTRACTS)
(RESERVED)**

SP-07 INSURANCE (RESERVED)

SP-08 WORKSITE ACCESS/RESTORATION (JANUARY 2002) (RESERVED)

SP-09 LOSS PREVENTION

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

1. Provide appropriate safety barricades, signs, and signal lights;
2. Comply with the safety policies of Metro and all applicable laws, standards, codes, rules, and regulations;
3. Take additional measures Metro determines are reasonably necessary for this purpose. This determination, when delivered to the Contractor or the Contractor's Authorized Representative at the Worksite, shall be deemed sufficient Notice of the noncompliance and corrective action required. After receiving the determination, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, Metro may issue an order stopping all or part of the Services or Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
4. Maintain an accurate record of exposure data on all occurrence incident to Services performed under the Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by Metro; and
5. Be responsible for its Subcontractor's compliance with this article.

SP-10 CONTRACTOR EQUIPMENT*

The Contractor shall be responsible for the maintenance of all equipment. Necessary ancillary equipment will also be kept in good repair and operating condition to ensure that Contractor's operations will proceed in an efficient and effective manner. Equipment substitutions may be made only with the consent of Metro.

SP-11 FINAL PAYMENT BOND (RESERVED)

SP-12 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (RESERVED)

SP-13 CONTRACT SPECIFIC DEFINITIONS*(RESERVED)

SP-14 CLEAN UP

Without limiting the requirements contained elsewhere in the Contract:

- A. The Contractor shall at all times keep the Worksite, including storage areas, free from accumulations of waste materials. Before completing the Services, the Contractor shall remove from the Worksite any rubbish, tools, scaffolding, goods that are not the property of Metro. Upon completing the Services, the Contractor shall leave the Worksite in a clean, neat, and orderly condition satisfactory to Metro.

SP-15 PROTECTION OF METRO STRUCTURES, EQUIPMENT, AND VEGETATION

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

SP-16 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS* (RESERVED)

SP-17 ALLOWABILITY, ALLOCABILITY & REASONABLENESS DEFINITIONS*

- A. This clause is intended to clarify and further define the allowability, allocability and reasonableness of costs. It is not all-inclusive and is not intended to modify and/or interpret the Federal Acquisition Regulation (FAR) or the Cost Accounting Standards (CAS) requirements or conflict with any other Contract terms and conditions. Metro has the right to determine the allocability, allowability and reasonableness of all costs incurred by Contractor under the Contract. If Contractor disputes Metro's findings, Contractor may file a dispute under the Article entitled RESOLUTION OF DISPUTES. The allowability, allocability and reasonableness of reimbursable costs claimed under the Contract will include the following considerations:
- B. Allowability of costs is determined using FAR Part 30 (CAS), FAR Subpart 31.204, Compensation and Payment Provisions, Generally Accepted Accounting Principles (GAAP) (promulgated by the AICPA) and any Advance Cost Understanding incorporated into the Contract.

- C. Reasonableness of costs is determined using FAR Subpart 31.201-3, GAAP, Internal Revenue Code (IRC) (where applicable), the Advance Cost Understanding and Metro's Contractor Cost Guidelines. Reasonableness of costs must be carefully examined to ensure that costs incurred would be similar to those expected to be incurred in a competitive pricing environment. The burden of proof shall be upon the Contractor to establish that a cost is reasonable.
- D. Costs are allocated to final cost objectives. The allocability of cost is determined using FAR Part 30, FAR Subpart 31.201.4 and Compensation and Payment Provisions entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS. Specifically, indirect expenses shall be allocated on the basis of the beneficial or causal relationship between supporting (indirect expense) and receiving activities (final cost objective). Such expenses shall be distributed directly to business units/segments and/or final cost objectives to the maximum extent possible. Expenses not directly identifiable to a final cost objective, if significant in amount, shall be grouped in separate logical and homogeneous pools and allocated based on a causal or beneficial relationship to final cost objectives.
- E. Allocation of costs to the Project Office indirect pool shall be determined in strict accordance with FAR Subpart 31.201.4 and FAR Part 30 and Compensation and Payment Provision entitled REIMBURSABLE COSTS AND FEE FOR CPFF CONTRACTS.
- F. Specifically, the Contractor shall abate its indirect expenses (associated with non-Project Office direct labor) allocated to the Project Office for items which are similar to those provided by Metro to the Project Office's operations at no cost or reimbursed by Metro as a Project Office Other Direct Cost.
- G. For example, any expense (eg., rent, building ownership cost, office equipment or supplies) associated with the Contractor's or Subcontractors' non-Project Office direct labor shall be deemed similar to any expense (e.g., rent, office equipment or supplies) that Metro has paid for 100% at the Project Office. However, any expense (eg., rent, building ownership cost, office equipment or supplies) associated with the Contractor's or Subcontractors' indirect labor is allocable to the direct labor at the Project Office.
- H. For Contractors where the Contract represents more than fifty (50%) percent of the Contractor's business (% defined as Direct Labor v. Total Contractor Direct Labor), outside professional expenses incurred in preparing and negotiating Contractor's positions on claims, disputes, or audits related to issues of reasonableness, allowability, or allocability shall not be allowable as a direct or indirect cost to Metro, unless prior written approval is obtained from Metro.

SP-18 SOFTWARE LICENSING AGREEMENT AND PROVISIONS FOR USE* (RESERVED)

SP-19 LIQUIDATED DAMAGES* (RESERVED)

SP-20 THE CONTRACTOR'S LICENSE

- A. The contracting firm and the majority owner of the subcontracting firm shall have the experience and professional capability to perform the work; and the majority owner of the subcontracting firm shall possess and maintain for the duration of the contract work, the appropriate State of California Professional license(s) and registration required.
- B. The majority Contractor and Subcontractor(s) must possess and maintain the appropriate State of California license and registration required for the contracted work throughout the duration of the Work. Proof of validity of such license and/or registration shall be provided on an annual basis.

SP-21 INDIRECT COST RATES*

This provision prescribes polices and procedures for establishing (a) billing rates and (b) final indirect cost rates.

A. Definition

- 1. Billing rate means an indirect cost rate:
 - a. Established temporarily for interim reimbursement of incurred indirect costs; and
 - b. Adjusted as necessary pending establishment of final indirect cost rates.
- 2. Final indirect cost rate means the indirect cost rate established and agreed upon by Metro and the Contractor or its Subcontractors as not subject to change. It is usually established after the close of the Contractor's or its Subcontractors' fiscal year (unless the Parties decide upon a different period) to which it applies.
- 3. Indirect cost (Refer to FAR Subpart 31.001 and 31.203).
- 4. Indirect cost rate means the percentage or dollar factor that expresses the ratio of indirect expense incurred in a given period to direct labor cost, manufacturing cost, or another appropriate base for the same period.

B. Basis for Calculation

- 1. Metro shall be auditing and negotiating indirect cost rates for the Contract.
- 2. The Contractor shall submit a final indirect cost rate proposal and its Subcontractors' final indirect cost rate proposal, each of which shall meet the requirements of the Compensation and Payment Provisions to Metro.

3. Metro will use billing rates and final indirect cost rates in reimbursing indirect costs under cost-reimbursement provisions of this contract and, where applicable in determining progress payments, under fixed-price provisions of this contract.
4. Contracting Officers shall:
 - a. Unless the quick-closeout procedure is used, use final indirect cost rates of the Contractor and its Subcontractors for a given period agreed to by Metro and Contractor, which shall be binding for all Metro's cost-reimbursement contracts with the Contractor or its Subcontractors for that period, subject to any specific limitation in a contract or advance agreement; and
 - b. Use established final indirect cost rates in negotiating the final price of fixed-price incentive and fixed price redeterminable contracts and in other situations requiring that indirect costs be settled before contract prices are established (see 31.103(b)).

C. Billing Rates

1. The Contracting Officer responsible for determining the final indirect cost rate ordinarily shall also be responsible for determining the billing rate.
2. The Contracting Officer or Authorized Auditor (as defined in the General Condition entitled AUDITS) shall establish a billing rate on the basis of information resulting from recent review, previous audits or experience, or similar reliable data or experience. In establishing the billing rate, the Contracting Officer or Authorized Auditor should ensure that it is as close as possible to the final indirect cost rate anticipated for the Contractor's or Subcontractor's fiscal period, as adjusted based on allowable costs per the Contract terms. When the Contracting Officer determines that the dollar value of contracts requiring use of a billing rate does not warrant submission of a detailed billing rate proposal, the billing rate may be established by making appropriate adjustments from the prior year's indirect cost experience to eliminate unallowable and nonrecurring costs and to reflect new or changed conditions.
3. Once established, billing rates may be prospectively or retroactively revised by mutual agreement of the Contracting Officer and the Contractor or Subcontractor at either party's request, to prevent substantial overpayment or underpayment.
4. The elements of indirect cost and the base or bases used in computing billing rates shall not be construed as determinative of the indirect costs to be distributed or of the bases of distribution to be used in the final settlement.

D. Final Indirect Cost Rates

Final indirect cost rates shall be established on the basis of Contracting Officer determination procedure.

1. Applicability and responsibility. Contracting Officer determination shall be responsible for establishing the final indirect cost rates.

2. Procedures

a. In accordance with the Compensation and Payment section, the Contractor or its Subcontractors shall submit to the Contracting Officer and, if required by Metro procedures, to the Authorized Auditor a final indirect cost rate proposal reflecting actual cost experience during the covered period, together with supporting cost or pricing data.

Contractor shall submit its proposal with a Certificate of Final Indirect Costs (Exhibit 1) signed at a level no lower than vice president or chief executive officer.

b. The Authorized Auditor shall submit to the Contracting Officer an advisory audit report identifying any relevant advance agreements or restrictive terms of specific contracts and including all relevant information regarding the review of the final Indirect Cost Rate proposal.

c. The Contracting Officer shall head Metro's negotiating team, which could include the Authorized Auditor, and/or technical or functional personnel as required.

d. Metro negotiating team shall develop a negotiation position.

e. The Contracting Officer shall

1. Conduct negotiations;

2. Prepare a written indirect cost rate agreement conforming to the requirements of the contracts;

3. Prepare, sign, and place in the Contract file a negotiation memorandum covering

a. The disposition of significant matters in the advisory audit report;

b. Reconciliation of all costs questioned, with identification of items and amounts allowed or disallowed in the final settlement as well as the disposition of period costing or allocability issues;

c. Reasons why any recommendations of the Authorized Auditor or other technical advisors were not followed; and

- d. Identification of cost or preceding data submitted during the negotiations and relied upon in reaching a settlement; and
4. Distribute resulting documents in accordance with Metro procedures.

E. Distribution of documents

The Contracting Officer shall promptly distribute executed copies of the indirect cost rate agreement to the Contract file and to all affected Metro contract administrators, in accordance with Metro's procedures.

F. Cost-sharing Rates and Limitations on Indirect Cost Rates

1. Cost-sharing arrangements, when authorized, may call for the Contractor or Subcontractor to participate in the costs of the Contract by accepting indirect cost rates lower than the anticipated actual rates. In such cases, a negotiated indirect cost rate ceiling may be incorporated into the contract for prospective application.
2. When ceiling provisions are utilized, the Contract/Task Order shall also provide that
 - a. Metro will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates; and
 - b. In the event the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.

G. Quick-close-out Procedure

1. The Contracting Officer responsible for contract close-out may negotiate the settlement of indirect costs for a Contract or specific Task Order, in advance of the determination of final indirect cost rates, if
 - a. The Contract or specific Task Order is physically complete;
 - b. The amount of unsettled indirect cost to be allocated to the Contract or Task Order is relatively insignificant. Indirect cost amounts will be considered insignificant when
 1. The total unsettled indirect cost applicable to any contract or Task Order does not exceed one hundred thousand dollars (\$100,000.00); and
 2. Unless otherwise provided in Metro procedures, the cumulative unsettled indirect costs to be allocated to one or more Metro contracts or Task Orders in a single fiscal year do not exceed fifteen (15%) percent of the estimated, total unsettled indirect costs allocable to cost-type contracts for that fiscal year; and

- c. Agreement can be reached on a reasonable estimate of allocable dollars.
 1. Determinations of final indirect costs under the quick-close-out procedure shall be final for the Contract/Task Order it covers and no adjustment shall be made to other contracts for over-or under-recoveries of costs allocated or allocable to the Contract covered by the agreement.
 2. Indirect cost rates used in the quick-close-out of a contract shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts.

SP-22

METRO MANAGEMENT OF CONTRACTOR'S PERSONNEL *

- A. In the event Metro determines it becomes necessary to request Contractor personnel to assist in the management of any Project, Metro may request the Contractor to assign its personnel to any Project subject to the direction of Metro's Project Manager or designee. Metro shall request such assignment of the Contractor's personnel through a Contract Amendment or individual Task Order approved by the Project Manager requesting such personnel. The Contractor shall advise Metro of its concurrence or rejection of the request within three (3) business days. If Contractor fails to advise Metro within the three (3) business day period, Contractor shall be deemed to concur with Metro's request.
- B. Any Contract Amendment/Task Order issued under this Special Provision shall include the following information:
 1. Name of Contractors personnel;
 2. Direct and indirect costs associated with the Contractor's personnel;
 3. Description of duties to be performed by Contractor's personnel;
 4. Description of the limit of authority, if any, of Contractor's personnel;
 5. Indemnification language to be provided by Metro in connection with the proposed duties of the Contractor's personnel; and
 6. All information required by Article 6 of the Form of Contract.
- C. For purposes of this Provision only, the Contractor's personnel identified in a Contract Amendment/Task Order issued under this Special Provision shall be defined as the Personnel.
- D. Metro shall provide the Personnel with office space and associated supplies and equipment necessary to perform the duties described under the Contract Amendment/Task Order. Metro shall have no obligation for any Contractor personnel who are not specifically identified in a Contract Amendment/Task Order issued under this Special Provision.
- E. Any document or work product produced, generated or reviewed by the Personnel in their capacity described in the Contract Amendment/Task Order shall be the property of Metro. Except for the Personnel's immediate superior

in the Contractor's Program office the Personnel shall not discuss their work assignment with any other Contractor personnel without prior consent of Metro's Project Manager.

- F. The Personnel shall perform the Work described in the Contract/Task Order in compliance with Metro's policies and procedures, including, without limitation, Metro's Ethics Policy, Code of Conduct and other applicable policies and procedures. Further, Personnel's work hours shall be compatible with Metro's normal work hours.
- G. During the term of the Contract/Task Order, the Personnel shall remain an employee of the Contractor and shall continue to have their salary and benefits paid for the Contractor. In no event will the Personnel be considered an Metro employee. Further the Personnel shall not receive any benefits normally accruing to Metro employees unless provided by the Contractor.
- H. Metro, in its sole discretion, has the right to terminate a Contract Amendment/Task Order issued pursuant to this Provision notwithstanding the duration stated in the Contract Amendment/Task Order or remove the Personnel at any time, all in accordance with the terms of the Contract.

SP-23 SUBCONTRACT ADMINISTRATION (RESERVED)

SP-24 PAYMENT OF PREVAILING AND LIVING WAGES / REPORTING

This Contract is subject to the provisions of California law regarding Public Works, including, but not limited to California Labor Code Sections 227, 1021, and 1720 through and including 1861, together with all applicable regulations (e.g. Title 8 California Code of Regulations, Section 16001 et. seq.). In addition to the requirements for payment of prevailing wages set forth in the Labor Compliance Manual, this Contract, if federally funded, is also subject to payment of prevailing wages under federal law by the Davis Bacon Act, as determined by the US Department of Labor. All pertinent federal and state statutes and regulations, including but not limited to those referred to above are hereby incorporated by reference into this document as though set forth in their entirety.

This Contract is also subject to the payment of a living wage, as set forth in the Living Wage Policy (LWP). Contractors under contract for the furnishing of service to or for Metro and that involve expenditures in excess of \$25,000 and a contract term of at least three (3) months, shall comply with the provisions in the LW P.

In the event of a conflict between LACMTA's living wage, the prevailing wage under state law as determined by California authorities and the prevailing wage under federal law as determined by the U.S Department of Labor, the Contractor shall pay at minimum the highest of the three (3) wages.

Prevailing Wage Reporting System — LACMTA may require, at time of award, the Contractor to utilize LACMTA's online "Prevailing Wage Reporting System," in lieu of hard copy manual submittals, for the following documents:

- Certified Payroll and other related documents if applicable
- Project Labor Agreement related documents (if applicable)
- Construction Careers Policy monthly reports and related documents (if applicable)

SP-25 SERVICE CONTRACT WORKER RETENTION POLICY

This Contract may be subject to the Service Contract Worker Retention Policy ("SCWRP") which is incorporated herein by this reference. If applicable, Contractor must also comply with the SCWRP which requires that, unless specific exemptions apply, all employers under contracts that are primarily for the furnishing of services to or for the Los Angeles County Metropolitan Transportation Authority (Metro) and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRP. Metro has the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if Metro determines that the subject contractor violated the provisions of the SCWRP.

END OF SPECIAL PROVISIONS

PS2999500
Metro I-110 ExpressLanes South Bay Outreach Program Services

EXHIBIT 1 - RATE CERTIFICATION

This is to certify that I have reviewed this proposal to establish final annual indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final annual indirect cost rates for (identify period covered by rate) are allowable in accordance with this Contract and the cost principles of the Federal Acquisition Regulation (FAR) and its supplements that are applicable to the contracts to which the final annual indirect cost rates will apply; and
2. This proposal does not include any costs which are expressly unallowable under this Contract, or cost principles of the FAR or its supplements made applicable under the Contract.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

GENERAL CONDITIONS - EZ FORM SERVICES CONTRACT

1.0 DEFINITIONS

Terms and conditions marked with an asterisk (*) shall be included in any subcontract placed under this contract. "Metro" means the Los Angeles County Metropolitan Transportation Authority. "Contractor" means the person, firm or corporation supplying the Work under the Contract, and includes all of its employees, representatives, subcontractors, and suppliers. "Work" means goods, equipment and materials, and all productive and operative efforts and services provided to generate the results specified, indicated or implied in the Contract to complete the project described in the Statement of Work; may also refer to Work in progress. "Modification" means a written order from Metro's Authorized Representative directing an amendment in the Work that is within the general scope of the Work described in the Statement of Work. Additional terms may be defined elsewhere in the Contract.

2.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and is not an agent of Metro in the performance of the Contract, and represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the class of Work required for the Contract and shall maintain complete control over its employees and its Subcontractors and Suppliers of any tier. Contractor shall: (1) perform the Work in compliance with the terms of the Contract in accordance with its own methods and in accordance with professional standards or skill, care, and diligence adhered to by firms recognized for their expertise and knowledge in performing similar Work, and (2) be responsible for the professional quality, technical accuracy, completeness and coordination of the Work. Nothing contained in the Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any Subcontractor and Metro. Metro reserves the right of prior approval of all subcontractors and may provide notice to Contractor to terminate any subcontractor for any reason, and Contractor shall terminate the subcontractor in accordance with the notice.

3.0 METRO AUTHORIZED REPRESENTATIVES

Metro or MTA means the Los Angeles County Metropolitan Transportation Authority (Metro), its predecessors, successors, or any successor in interest, or its Contracting Officer or other Metro Authorized Representative.

Metro's Authorized Representatives shall be its Contracting Officer, or persons designated by the Contracting Officer in a written Notice to Contractor. The authority of such designated Authorized Representatives will be limited as expressly set forth in the Notice.

4.0 ACCEPTANCE BY METRO

Metro shall have a reasonable time (but not less than 30 days) after receipt to inspect the Work tendered by Contractor. Metro may in its sole discretion reject all or any portion of Work tendered for acceptance if any portion does not comply in every respect

with each and every term and condition of this Contract. If Metro elects to accept nonconforming Work, in addition to its other remedies, Metro may deduct a reasonable amount from the Contract Price to compensate Metro for the nonconformity. Any acceptance by Metro, even if unconditional, shall not be deemed a waiver or settlement of any defect in the Work. Until accepted by Metro as provided above, Contractor shall bear all risk of loss and damage, unless such loss or damage results solely from the active negligence of Metro. Notwithstanding any acceptance by Metro, Contractor shall not be relieved of any obligation hereunder, including its obligations to complete any portion of the Work, the non-completion of which was not disclosed to Metro (regardless of whether such nondisclosures were fraudulent, negligent, or otherwise); and Contractor shall remain obligated under all those provisions of this Contract which expressly or by their nature extend beyond and survive final acceptance of the Work.

5.0 ASSIGNMENT

Contractor shall not assign any right or delegate any duty without the prior written consent of Metro.

6.0 EXTENSION OF TIME

Metro will grant Contractor an extension of time to perform the Work if the delay is caused by circumstances which are both beyond its control and not foreseeable, but in no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance or for failure to take reasonable precautions or actions to mitigate the delay.

7.0 WARRANTY

Contractor warrants that the Work shall (a) comply with each requirement of this Contract, (b) be of merchantable quality; (c) be fit for the particular needs and purposes of Metro as communicated to Contractor in the Statement of Work; and (d) not be restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Contractor shall correct all defects and nonconformities, be liable for all direct, indirect, consequential and other damages suffered by Metro and any other persons, and defend and indemnify Metro from any claim asserted by any person resulting in whole or in part from such breach.

8.0 TERMINATION

Metro may, by written Notice to Contractor, terminate this Contract in whole or in part at any time, either for Metro's convenience or for default.

A. Default. If Contractor is in default of any provision of this Contract, Metro may terminate in whole or in part, and Contractor shall be liable for all damages arising out of the default. If in Metro's reasonable judgment a default can be cured, prior to termination for default Metro may issue a Cure Notice to Contractor. If Contractor fails to cure the default within five (5) days, or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, Metro may terminate for default.

B. Convenience. If Metro terminates all or any part of this Contract for Metro's convenience Metro will compensate Contractor to the extent provided and in accordance with the applicable portions of Part 49 of the Federal Acquisition Regulations. Metro will not compensate Contractor for any services not performed or goods not shipped by the date of such termination.

9.0 MODIFICATIONS

Metro may, direct changes in the Work by Modifications. If a Modification results in an increase or decrease in costs to be incurred or time needed to complete performance of this Contract, then Contractor shall submit a written proposed adjustment in the contract Price and/or schedule, and the parties shall make a fair and equitable adjustment.

10.0 RESOLUTION OF DISPUTES

The Parties shall use their best efforts to resolve disputes by negotiation or mutually agreed alternate dispute resolution (ADR) process such as mediation or arbitration. If the Parties are unable to resolve the dispute, it may be pursued by either party in the courts of Los Angeles County or in the Federal District Court for the Central District of California. All rights and remedies of Metro and Contractor shall be cumulative. Unless otherwise directed by Metro, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

11.0 INDEMNITY

Government Code section 895 provides that whenever any public entities enter into an agreement under which a public entity undertakes to perform any function, service or act with or for any other public entity or employee thereof with its consent, they are jointly and severally liable for injury caused by a negligent or wrongful act or omission occurring in the performance of such agreement. Section 895.2 provides that as part of the agreement, the public entities may provide for contribution or indemnification by agreement. As an agreement under Section 895.2, Contractor shall indemnify, defend and hold harmless Metro, its officers, representatives and employees, from and against all liability, demands, claims, suits, losses and expenses whatsoever ("Liability"), including attorneys fees, whether direct or consequential, on account of (1) any loss, injury to or death of any person or persons or damage to any property (including without limitation all property owned by, leased to or used by either Contractor or Metro or both), or (2) any loss or damage to business or reputation or privacy of any person, arising in whole or in part from Contractor's performance hereunder, and regardless of whether such Liability results in whole or in part from the negligence or omission of Metro. Liability resulting solely from Metro's gross negligence, or willful misconduct is excluded from this indemnity.

12.0 APPLICABLE LAW

This Contract and the performance hereunder shall be construed according to the law of California. Contractor shall at all times comply with all applicable laws, regulations and codes.

13.0 NO WAIVER

Failure or delay of Metro to enforce at any time any provision of the Contract shall not be construed as a waiver thereof. No waiver by Metro of any breach of any provision of the Contract shall constitute a waiver of any other breach of such provision.

14.0 RESERVED

15.0 INSURANCE (RESERVED)

16.0 PAYMENT TO SUBCONTRACTORS *

A. Applicability. This Article applies only if Contractor has employed Subcontractors.

B. Requirements

1. Payments - Contractor shall pay each Subcontractor under this Contract for satisfactory performance of its Subcontract no later than seven (7) days after its receipt of each Payment from Metro.
2. Release of Retention to Subcontractors - Contractor shall pay to each Subcontractor all amounts it has retained from payments under the Subcontract within seven (7) days after the Subcontractor's Work is satisfactorily completed.
3. Delay in Payment – Contractor shall not delay payment beyond the seven (7) day time limit except for good cause.

C. Failure to Comply

If Metro determines that Contractor has failed to comply with this Article, Metro may give written notice to Contractor and Contractor's Surety describing the default, that the default shall be cured, and if the default is not cured as provided the Article entitled TERMINATION FOR DEFAULT in the GENERAL CONDITIONS of this Contract, the Contract may be terminated for default as provided therein, or Metro may exercise any other remedy it has under the Contract or Law.

17.0 SAFETY AND LOSS PREVENTION *

This Article is to be construed in its broadest sense for the protection of persons and property by the Contractor and no action or omission by Metro, the Contracting Officer, any Authorized Representative or any other person shall relieve the Contractor of any of its obligations and duties hereunder.

A. Metro's Safety Principles

1. Safety is a 24/7 priority
2. Safety is everyone's responsibility
3. Accidents and injuries are preventable
4. Working safely is a condition of employment

5. Training is essential for good safety performance
6. Management is accountable for safety

B. Contractor Responsibilities

The Contractor is responsible for:

1. Complying with all applicable safety Laws
2. Enforcing Worksite safety practices; and
3. The discovery, determination and correction of any unsafe conditions related to the Contractor's performance of the Work or Goods supplied by the Contractor on Metro property.
4. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro.

C. Safety Practices

1. The Contractor shall inform its personnel of Metro safety practices and the requirements of Metro's safety program identified in [Metro Safety Manual For Other Than Major Construction](#).
2. If any of the Contractor's personnel are required to visit any Worksites, the Contractor shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. The Contractor shall cooperate and coordinate with Metro and with other Metro Contractors on safety matters and shall promptly comply with any specific safety instructions or directions given to the Contractor by Metro.

18.0 ENGLISH REQUIREMENTS *

At all times, all Contractor personnel on site must have sufficient knowledge of the English language to comprehend safety related directions and requirements. At all times the Contractor shall have a lead representative on site who has sufficient comprehension of the English language to read, write, speak and understand all job related directions and discussions.

EXHIBIT 3 - STATEMENT OF WORK 9500

Metro I-110 ExpressLanes South Bay Outreach Program Services

OVERVIEW

The South Bay Cities Council of Governments (SBCCOG) will provide outreach activities to distribute information, conduct outreach, and build awareness for the Metro ExpressLanes, and schedule Mobile ExpressLanes Van appearances for the purpose of opening FasTrak® transponder accounts. Information on the Silver Line services will also be included.

The ultimate goal of this work is to continue to build awareness and increase the number of FasTrak® transponder accounts for vehicles using the I-110 corridor ExpressLanes as well as encourage use of the Silver Line bus services and vanpools. Using the SBCCOG extensive network, these efforts will focus on South Bay cities, residents, employers, public agencies, and multi-tenant buildings. The South Bay is geographically positioned along the I-110 to target the most likely users of these lanes and to increase vanpool commuters in the lanes. Funding for this effort will come from the I-110 Express Lanes toll revenues.

Transportation Demand Management and system preservation has been a major interest of the SBCCOG and is supported in the SBCCOG Strategic *Plan Goal A Environment, Transportation, and Economic Development - Facilitate, implement, and/or educate members and others about environmental, transportation and economic development programs that benefit the South Bay.* The SBCCOG is actively working on programs such as vanpool outreach and South Bay Measure R Hwy Program. This work also mirrors Metro's Long Range Transportation Plan goals to encourage commuters to change from solo driving to alternative modes of transportation and increase efficiency by moving more people on the ExpressLanes. Collectively, this work will only help both agencies meet their goals.

In addition, this agreement will take full advantage of the SBCCOG existing resources leveraging the ability of both agencies to reach a larger population. The SBCCOG is known for grassroots community outreach efforts and has developed strong working relationships with South Bay employers and residents. On average annually, staff attends 130 community/city events providing information on community sustainability and energy efficiency to thousands of individuals.

Part of the reason for this grassroots success is that the SBCCOG communicates with these groups several times each month not only through events, but trainings, workshops, meetings, publications, wireless media, and public speaking engagements. These solid relationships with organizations, local governments, residents, and employers have been developed and cultivated over time.

Metro also benefits from our coordinated approach to working with our partners: Southern California Edison, Southern California Gas Company, West Basin Municipal Water District, Torrance Municipal Water Department, South Coast Air Quality Management District, and Sanitation Districts of Los Angeles County. The SBCCOG may be asked to provide information on one of the partner programs and we make sure that all of the other partners' information is available at the same time.

SCOPE OF WORK

SBCCOG will distribute related ExpressLanes information, conduct outreach, and increase awareness for the Metro ExpressLanes and Silver Line service and identify locations for the Mobile Van to open FasTrak® transponder accounts.

Task 1: Information Distribution, Conduct Outreach, and Increase Awareness

Proactively contact employers, cities, school districts, chambers of commerce. In addition, display Metro provided materials at the SBCCOG office and make them available to city offices and chambers in the South Bay.

- a. Potential site managers, event coordinators and employers will be proactively contacted and meetings will be arranged to distribute information and conduct outreach specifically about the Metro ExpressLanes. At each site, attendees will be provided the MetroExpressLanes.net web address as the primary distribution channel for information about the ExpressLanes and FasTrak® transponder accounts and the Silver Line service.
- b. Metro flyers, brochures, etc. will be included in packets handed out at public events and speaking engagements. In addition, SBCCOG will distribute these materials to all South Bay cities and their respective chamber offices. At each event or engagement, the MetroExpressLanes.net web address will be promoted as the primary distribution channel for information.
- c. Metro ExpressLanes information will be displayed at the SBCCOG General Assembly along with the other programs of the SBCCOG programs. This event draws attendance by local elected officials, State legislative representatives, city management and staff, members of the media, and residents.
- d. Metro ExpressLanes information will be included in written and electronic publications such as the monthly e-newsletter, quarterly newsletters, posting on website, and summary of services. Metro created materials will be used. All electronic publications will include the MetroExpressLanes.net link, the Metro ExpressLanes Facebook link, and the Metro ExpressLanes and Mobile Van Twitter account links.

- e. Metro will provide training for SBCCOG staff as needed. For more advanced follow-up, SBCCOG staff will refer individuals to Metro.

Deliverables (in an Excel workbook format provided by Metro) and to be provided quarterly by SBCCOG to Metro:

- A list of all contacts, including name of business/city/chamber of commerce/school (or other), contact name, address, phone number, e-mail address and number of employees.
- A list of events and outreach activities focused on Metro ExpressLanes, including name and location of event, number of attendees and type of information provided.
- A list of materials distributed including type and number.
- A list of electronic materials distributed including to whom the e-mails were sent and if any recipients responded.

Task 2: Presentations for the ExpressLanes and Appearances for the Mobile Van

Incorporate information on Metro ExpressLanes, FasTrak® transponder accounts and Silver Line service into existing SBCCOG presentations and outreach meetings. In addition, there will be a total of at least thirty (30) outreach events that will include scheduling of two (2) Metro presentations focused specifically on the ExpressLanes program which should include the Mobile Van which Metro will make available with 30 days prior notification from SBCCOG.

- a. SBCCOG will follow up directly with interested individuals and schedule presentations for Metro staff. SBCCOG will record all interest contacts including name, date, contact information, and follow up actions.
- b. SBCCOG will work with its grassroots network to schedule Metro personnel at presentations at city locations, special events, multi-tenant buildings as appropriate. Through these presentations, there is an opportunity to reach at least 50,000 individuals. Currently, SBCCOG has 12,000+ on their active email distribution list and will provide information regularly to this interest list.

Deliverables:

- A minimum of thirty (30) outreach events will be scheduled over the term of this contract to promote Metro ExpressLanes. Information to be included in reporting: date, location, and contact name, phone number, and e-mail address, as well as number of attendees and materials distributed. Included in the 30 meetings shall be:
 - Two (2) presentations developed specifically to provide a Metro

ExpressLanes focused meeting. The Mobile Van will be invited and arrangements will be made subject to the van's availability. These presentations can be combined with a Rideshare Fair, Festival, other event or stand alone. SBCCOG staff will confirm site viability prior to sending contact information to Metro staff. Information to be included in reporting: date, location, contact name, phone number, and e-mail address, as well as number of attendees.

Task 3: Reporting

Prepare quarterly reports and spreadsheets according to the Task description and deliverables.

